INTERNET FORM NLRB-501 (2-08)

UNITED STATES OF AMERICA NATIONAL LABOR RELATIONS BOARD CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE		
Case	Date Filed	
12-CA-205029	AUG 23, 2017	

INSTRUCTIONS

File an original with NLRB Regional Director for the region in which the					
1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT a. Name of Employer b. Tel. No. 787 696-1379		b. Tel. No. 787 696-1379			
SSA San Juan, Inc.		/6/ 690-13/9			
OUA Dan Juan, Inc.		c. Cell No.			
		f. Fax No.			
d. Address (Street, city, state, and ZIP code)	e. Employer Representative	g. e-Mail			
PO Box 363507 San Juan PR 00936-3507	Ricardo Alvarado, General Manager				
		h. Number of workers employed			
i. Type of Establishment (factory, mine, wholesaler, etc.) Corporation	j. Identify principal product or service Shipping				
k. The above-named employer has engaged in and is engaging	in unfair labor practices within the meaning of sec	tion 8(a), subsections (1) and (list			
subsections) 8 (a)(3) y 8 (a) (5)	of the National Lab	or Relations Act, and these unfair labor			
practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.					
2. Basis of the Charge (set forth a clear and concise statement	of the facts constituting the alleged unfair labor pr	actices)			
		A 20			
Within the past six months, the Employer, through					
below labor organization and has discriminated ag					
unit work in violation of the Collective Bargaining A					
subcontracting of unit work. The Employer has eng	paged in this conduct to undermine the U				
·		9-176 9: 54			
3. Full name of party filing charge (if labor organization, give ful	I name, including local name and number)	N 24 PH 3: 54 00918-1720			
		3: 54 3: 54			
Union de Empleados de Muelles, Local 1740, ILA		0			
Union de Empleados de Muelles, Local 1740, ILA 4a. Address (Street and number, city, state, and ZIP code)		4b. Tel. No. 787 545-4455			
Union de Empleados de Muelles, Local 1740, ILA		0			
Union de Empleados de Muelles, Local 1740, ILA 4a. Address (Street and number, city, state, and ZIP code)		4b. Tel. No. 787 545-4455			
Union de Empleados de Muelles, Local 1740, ILA 4a. Address (Street and number, city, state, and ZIP code)		4b. Tel. No. 787 545-4455 4c. Cell No. 787 553-8080			
Union de Empleados de Muelles, Local 1740, ILA 4a. Address (Street and number, city, state, and ZIP code) 254 Avenida Jesus T Pinero San Juan PR 00927	AFL-CIO	4b. Tel. No. 787 545-4455 4c. Cell No. 787 553-8080 4d. Fax No. 4e. e-Mall mjo@mardelisjusino.com			
Union de Empleados de Muelles, Local 1740, ILA 4a. Address (Street and number, city, state, and ZIP code)	AFL-CIO hich it is an affiliate or constituent unit (to be filled	4b. Tel. No. 787 545-4455 4c. Cell No. 787 553-8080 4d. Fax No. 4e. e-Mall mjo@mardelisjusino.com			
Union de Empleados de Muelles, Local 1740, ILA 4a. Address (Street and number, city, state, and ZIP code) 254 Avenida Jesus T Pinero San Juan PR 00927 5. Full name of national or international labor organization of worganization) International Longshoremen's Associate	AFL-CIO hich it is an affiliate or constituent unit (to be filled ion AFL-CIO	4b. Tel. No. 787 545-4455 4c. Cell No. 787 553-8080 4d. Fax No. 4e. e-Mall mjo@mardelisjusino.com in when charge is filed by a labor			
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WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.



UNITED STATES GOVERNMENT NATIONAL LABOR RELATIONS BOARD



SUBREGION 24 525 F D ROOSEVELT AVE STE 1002 SAN JUAN, PR 00918-1002 Agency Website: www.nlrb.gov Telephone: (787)766-5347 Fax: (787)766-5478 Download NLRB Mobile App

August 24, 2017

Mardelis Jusino-Ortiz, Attorney Union de Empleados de Muelles, Local 1740, ILA AFL-CIO 254 Avenida Jesus T Pinero SAN JUAN, PR 00927

> Re: SSA San Juan Inc. Case 12-CA-205029

Dear Ms. Jusino-Ortiz:

The charge that you filed in this case on August 24, 2017 has been docketed as case number 12-CA-205029. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

<u>Investigator</u>: This charge is being investigated by Field Attorney ANA B. RAMOS whose telephone number is (787)766-5276. If this Board agent is not available, you may contact Supervisory Attorney VANESSA GARCIA whose telephone number is (787)766-5475.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701*, *Notice of Appearance*. This form is available on our website, www.nlrb.gov, or at the Regional office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

<u>Presentation of Your Evidence</u>: As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. Because we seek to resolve labor disputes promptly, you should be ready to promptly present your affidavit(s) and other evidence. If you have not yet scheduled a date and time for the Board agent to take your affidavit, please contact the Board agent to schedule the affidavit(s). If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.

SSA San Juan Inc. Case 12-CA-205029

Procedures: We strongly urge everyone to submit all documents and other materials by E-Filing (not e-mailing) through our website www.nlrb.gov. However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website www.nlrb.gov or from the Regional Office upon your request. NLRB Form 4541, Investigative Procedures offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance. *Nosotros podemos proveer asistencia a las personas quienes están limitados en su habilidad de hablar el ingles o quienes se encuentran incapacitados en alguna manera. Favor de informarnos si usted o alguno de sus testigos desean tal asistencia.*

TENGA PRESENTE: Esta carta contiene información importante acerca del cargo que usted presentó con la Junta Nacional de Relaciones del Trabajo (NLRB). En ella se explican sus obligaciones para proveer evidencia que sustente su cargo y quién lo estará investigando. Si el Inglés no es su primer idioma y usted desea que esta carta se le explique en su primer idioma, puede comunicarse por escrito con la Oficina Regional a la dirección que aparece en esta carta o llamar al (813)228-2641. El NLRB está comprometido en asegurar, en la medida que sea posible, que las personas que no hablen Inglés puedan entender el procedimiento de sus casos. (PLEASE NOTE: This letter contains important information about the charge you filed with the NLRB. It explains your obligations to provide evidence in support of the charge and who will be investigating your charge. If you are not a native English speaker and would like this letter to be explained to you in your primary language, you may contact the Regional Office by letter at the above address or call (813)228-2641. The National Labor Relations Board is committed to ensuring, to the extent possible, that non-English speaking parties are able to understand the processing of their cases.)

Very truly yours,

DAVID COHEN Regional Director

By:

Vanessa Garcia Acting Officer in Charge



UNITED STATES GOVERNMENT NATIONAL LABOR RELATIONS BOARD



Download NLRB Mobile App

SUBREGION 24 525 F D ROOSEVELT AVE STE 1002 SAN JUAN, PR 00918-1002

August 24, 2017

Agency Website: www.nlrb.gov

Telephone: (787)766-5347

Fax: (787)766-5478

Ricardo Alvarado, General Manager SSA San Juan, Inc. P O Box 16758 San Juan, PR 00936-3507

Re: SSA San Juan Inc.

Case 12-CA-205029

Dear Mr. Alvarado:

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

<u>Investigator</u>: This charge is being investigated by Field Attorney ANA B. RAMOS whose telephone number is (787)766-5276. If this Board agent is not available, you may contact Supervisory Attorney VANESSA GARCIA whose telephone number is (787)766-5475.

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If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

<u>Presentation of Your Evidence</u>: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board

agent. Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at any hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

<u>Procedures:</u> We strongly urge everyone to submit all documents and other materials by E-Filing (not e-mailing) through our website, <u>www.nlrb.gov</u>. However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlrb.gov or from an NLRB office upon your request. NLRB Form 4541 offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance. *Nosotros podemos proveer asistencia a las personas quienes están limitados en su habilidad de hablar el ingles o quienes se encuentran incapacitados en alguna manera. Favor de informarnos si usted o alguno de sus testigos desean tal asistencia.*

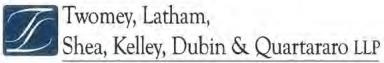
Very truly yours,

DAVID COHEN Regional Director

By:

LUIS F. PADILLA Officer in Charge

Enclosures:



Attorneys at Law

Jeffrey W. Pagano Partner

jpagano@suffolklaw.com

September 5, 2017

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Ana Ramos Field Attorney National Labor Relations Board, Sub-Region 24 La Torre De Plaza, Suite 1002 525 F.D. Roosevelt Avenue San Juan, PR 00918-1002

> Re: SSA San Juan Inc. 12-CA-205029

Dear Ms. Ramos:

As we discussed, please be advised, we are counsel to SSA Puerto Rico Inc. (SSA), with respect to the above referenced matter. Please do not contact any member of management without our written approval. As we discussed, once the facts are adduced from the Charging Party, SSA will respond as appropriate.

I wish you, your family and the rest of the NLRB "family" safety and calm during the impending storm. Do not hesitate to contact me should you have any questions or requests.

Jeffrey W. Pagano

Very truly yours.

Attachment

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

SSA SAN JUAN INC.			
Employer			
and	CASE 12-CA-205029		
INTERNATIONAL LONGSHOREMEN'S ASSOCIATION AFL-CIO			
Union			
REGIONAL DIRECTOR EXECUTIVE SECRETARY NATIONAL LABOR RELATIONS BOARD Washington, DC 20570	GENERAL COUNSEL NATIONAL LABOR RELATIONS BOARD Washington, DC 20570		
THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF			
SSA San Juan Inc.			
CHECK THE APPROPRIATE BOX(ES) BELOW: REPRESENTATIVE IS AN ATTORNEY IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.			
(REPRESENTATIVE INFOR	MATION)		
NAME: Jeffrey W. Pagano			
MAILING ADDRESS:33 West Second Street, P.O. Box 9398, Riverhead, New York 11901			
E-MAIL ADDRESS:jpagano@suffolklaw.com			
OFFICE TELEPHONE NUMBER: (631) 574-2877			
CELL PHONE NUMBER: (516) 635-8411 FAX: (631) 574-1258			
SIGNATURE: (Please sign in ink.) DATE: 9/5/17			

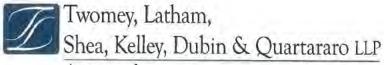
¹ IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

Unión de Trabajadores de Muelles, ILA 1740			
and SSA San Juan, Inc.	CASE 12-CA-205029		
EXECUTIVE SECRETARY NATIONAL LABOR RELATIONS BOARD Washington, DC 20570	GENERAL COUNSEL NATIONAL LABOR RELATIONS BOARD Washington, DC 20570		
THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OFUnión de Trabajadores de Muelles-ILA 1740			
IN THE ABOVE-CAPTIONED MATTER.			
CHECK THE APPROPRIATE BOX(ES) BELOW: REPRESENTATIVE IS AN ATTORNEY IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.			
(REPRESENTATIVE INFORM	AATION)		
NAME: Lcda. Mardelis Jusino Ortiz	AUTO-MARK -		
MAILING ADDRESS: Urb. Las Ramblas Núm. 100 Calle Tibidabo Guaynabo PR 00969			
E-MAIL ADDRESS: mjo@mardelisjusino.com			
OFFICE TELEPHONE NUMBER: 787553-8080 (office closed due to	hurricane María, working from home)		
CELL PHONE NUMBER: 787 553 8080	FAX:		
SIGNATURE: DATE: (Please significals) Ci embre 2017			

 $^{^1}$ IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.



Attorneys at Law

Jeffrey W. Pagano Partner jpagano@suffolklaw.com

December 20, 2017

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Ana Beatriz Ramos-Fernández Field Attorney National Labor Relations Board, Sub-Region 24 525 F D Roosevelt Avenue, Ste 1002 San Juan, Puerto Rico 00918-1002

> Re: SSA San Juan Inc. 12-CA-205029

Dear Ms. Ramos-Fernández:

As you are aware, we are counsel to SSA San Juan Inc. (SSA). Please do not contact any member of management without our written approval.

I am in receipt of your December 14, 2017 communication, which alleges that SSA discriminated against members of the International Longshoreman Association (ILA) in violation of Section 8(a)(3) of the National Labor Relations Act (Act) by the "subcontracting [of] unit work." Likewise, your communication alleges that SSA "failed to bargain in good faith" with the ILA by violating the terms of the current collective bargaining agreement through the "subcontracting [of] unit work." SSA denies these allegations, which are nothing more than "wishful thinking" through an evidentiary "fishing expedition" engaged in by Region 12 on behalf of the ILA, as reflected by the Documentary Evidence requested.

Please keep in mind that the entire organizational structure of the Port of San Juan was carefully examined by Region 12, in Case No. 12-CA-181707. Among the many issues examined, the Board carefully examined the scope of the work jurisdiction of the ILA arising from the June 27, 2016 collective bargaining agreement between the SSA and the ILA. In this regard, it was demonstrated that the scope of the work jurisdiction of the collective bargaining agreement between SSA and the ILA was limited to "Any job... assigned by a carrier to the Company...."

That is, unless SSA is required to perform the

¹ Exhibit A, Article II, Section 2, Response to Documentary Evidence Request No. 1

work assigned by a carrier, ILA members have no work to perform, nor does the ILA have any claim to work beyond work assigned SSA by a carrier to perform within the Port of San Juan. This fundamental principle of work jurisdiction remains in effect within the collective bargaining relationship between SSA and the ILA to date, within the Port of San Juan.

The scope of work negotiated by SSA and the ILA was, in my view, a "new adventure" for the ILA in the Port of San Juan, which has a different collective bargaining history than the collective bargaining history arising within the East Coast of the United States, where the ILA has a dominant presence. Because Jones Act carriers have not typically become parties to collective bargaining agreements with the ILA, the ILA does not have the "leverage" typically afforded it throughout the East Coast, due to the application of Section 8(b)(4) of the Act. In this regard, the ILA raised certain issues relating to work on and off the terminal of the Port of San Juan not performed by ILA members dispatched to SSA after the collective bargaining agreement was executed in June 2016. SSA responded to each of the issues raised by the ILA. Notwithstanding Article XIX Grievance Procedures, the ILA did not file a grievance, nor pursue any such issues as violations of the collective bargaining agreement between the SSA and the ILA, after SSA responded.³ Indeed, the issues raised by the ILA have now become "past practice" under the collective bargaining agreement. Further, the issues raised by the ILA are time-barred from being alleged as unfair labor practices at this time, due to the application of Section 10(b) of the Act.

SSA has not subcontracted any "work" within the scope of the SSA-ILA collective bargaining agreement. As a consequence, SSA can provide no document or other information related to Region 12's Documentary Evidence Requests No. 4, 5 and 6. This is because SSA continues to adhere to the terms of the collective bargaining agreement between it and the ILA by arranging to perform all work ".... assigned by the carrier to the Company..." Such work is routinely and completely assigned to dispatched ILA members to perform, when SSA is assigned to perform work by a carrier in the Port of San Juan. If there is work performed within the Port of San Juan being claimed by the ILA through the allegations of the Charge and your December 14, 2017 communication, it is "work" not covered by the SSA-ILA collective bargaining agreement, because it is "work" that was not assigned by a carrier to SSA to perform. Therefore, the "work" being

² Exhibit B, Response to Documentary Evidence Request No. 2

⁴ Exhibit A, Article II, Section 2

³ Response to Documentary Evidence Request No. 3 – No grievance was filed by the ILA under the SSA-ILA collective bargaining agreement relating to subcontracting.

Ms. Ramos-Fernández December 20, 2017 Page 3

claimed by the ILA through the Charge is a demand of SSA in violation of Section 8(b)(4) of the Act.

After receiving the above referenced Charge, on September 18, 2017, SSA requested that the ILA provide:

".... any and all information concerning non-compliance with the terms of the June 27, 2016 collective bargaining agreement (CBA) by SSA San Juan Inc. (SSA) related to Articles II, XIV and any other term and condition of employment concerning the scope of the bargaining unit work encompassed by the CBA and any subcontracting."⁵

The ILA has yet to respond to SSA's Request for Information in violation of Section 8(b)(3) of the Act. Under the circumstances, it would not be inaccurate to characterize the Charge as little more than a "fishing expedition" by the ILA that is designed to renegotiate the scope of the SSA-ILA collective bargaining agreement and/or to claim work outside the scope of the SSA-ILA collective bargaining agreement in violation of Section 8(b)(4). The ILA's lack of response to SSA's Request for Information demonstrates this fundamental truth.

As to the claim that SSA has "discriminated" against employees due to their membership in the ILA, SSA has recently added over 65 positions to the ILA dispatch roster. It can hardly be concluded that SSA possesses anti-union animus by adding to the ILA dispatch roster under the terms of the SSA-ILA collective bargaining agreement.

It is submitted that the allegations set forth in the above referenced Charge are completely without merit. The Charge should be dismissed.

Respectfully submitted,

Jeffrey W. Pagano

Attachments

⁵ Exhibit C, Response to Documentary Evidence Request No. 2

EXHIBIT A

COLLECTIVE BARGAINING AGREEMENT

for

GENERAL CARGO and MECHANIZED CARGO

between

SSA SAN JUAN, INC.

and

LOCAL 1901, ILA, AFL-CIO

From June 27, 2016 to September 30, 2019

1003-395

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COLLECTIVE BARGAINING AGREEMENT

for

GENERAL CARGO and MECHANIZED CARGO

between

SSA SAN JUAN, INC. and LOCAL 1901, ILA, AFL-CIO

As Party of the First Part: SSA San Juan, Inc., represented herein by their duly authorized officials and hereinafter "THE COMPANY".

As Party of the Second Part: Local 1901, I.L.A., AFL-CIO a/k/a Union de Trabajadores de Muelles, Local 1901, ILA, AFL-CIO represented herein by its duly authorized officials and hereinafter "THE UNION".

ARTICLE I COLLECTIVE BARGAINING PRINCIPLE

The parties recognize the need to foster and maintain the good existing relations between employees and employers as the most effective means to maintain industrial peace and achieve development and stability in the industry and the well-being of the community at large. The parties also recognize that one of the most effective means to achieve these purposes is through collective bargaining regarding wages and working conditions and the due compliance with their respective rights and obligations under the Collective Bargaining Agreement that they are signing.

ARTICLE II RECOGNITION



Section 1. The Company recognizes the Union as the exclusive collective bargaining representative of the employees employed by the Company in the traditional ILA terminals in Puerto Rico engaged in the handling of cargo, loading and unloading of its vessels, including but not limited to the Unit described below which consists of employees of the Company employed in and/or as follows:

- A. Cargo Delivery and Receipt (Checker/TIR)
- B. Timekeeper and Wages Clerk (Paymaster)
- C. Maintenance Personnel (mechanics, welders, electricians, gasoline expender, tire repair, utility man in the shop, refrigeration mechanics
- D. Tally Clerks
- E. Gateman
- F. In the event that the Company decides to move its operations or any portion of the Unit work set forth in this Agreement to another Port on the Island of Puerto Rico the terms set forth in this Collective Bargaining Agreement shall apply.



- G. The responsibilities of the refrigeration mechanics include, but are not limited to: operating the forklift to connect equipment, mounting of nosemount and underslung Gen-sets, connecting and disconnecting refrigeration units, pre-tripping, paperwork (to be turned in to the checker), refueling, balancing the manifest, monitoring the refrigeration units, cleaning the refrigerated containers and downloading the history data for the journey.
- H. Executive administrative employees, professionals, managers and supervisors, confidential employees and guards/watchmen and all other employees are excluded from the Bargaining Unit.

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- Section 2. Any job set forth above that is assigned by a carrier to the Company which the contract requires SSA San Juan, Inc. perform and that function that is transferred to other facilities outside the maritime terminal shall continue to be carried out by the Union.
- Section 3. Any new work classification within the Bargaining Unit as determined by the Union and the Company but not specifically mentioned in this Agreement shall be immediately included in the Bargaining Unit.
- Section 4. In the event the Company decides to move Bargaining Unit functions outside the terminal to other offices or facilities, the Company shall continue to recognize the Union and shall honor this Collective Bargaining Agreement.
- Section 5. There shall be no subcontracting of bargaining unit work.

ARTICLE III UNION SECURITY

Section 1. It shall be a condition of employment that all employees covered by this Agreement shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members of the Union. Any employee who, after receiving appropriate written notice from the Union, fails to tender the initiation fee and periodic dues uniformly required of Union members, shall be terminated ten (10) days after the Company has received written notice from the Union that such employee is thirty (30) days or more in arrears.

ARTICLE IV CHECK OFF

Section 1. The Company agrees to deduct from the wages of employees covered by this Agreement who are Union members and who have submitted duly executed check-off authorizations such amounts of local Union dues as the local Union from time to time advises the Company is due and owing from its members and shall remit such funds to the local Union on a monthly basis. The Company shall send to the local Union a report of check-off dues deductions and shifts worked by each employee on a monthly basis.

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Section 2. The Company further agrees to deduct from the wages of employees who are covered by this Agreement who are Union members and who have submitted duly executed check-off authorizations the amount of per capita due and owing to the ILA's International and shall remit such funds and reports to the ILA's International, as per the written authorization.

ARTICLE V SENIORITY

Section 1. Seniority is defined, as the time of service with the Company from the date the individual became an employee of the Company within the Bargaining Unit. For the first year of this Agreement the Company and the Union shall revise the existing seniority lists. Thereafter, seniority shall be based on hours of service with the Company as determined by the Welfare Fund Records.



- Section 2. Once a year the Company shall prepare, review, and publish the seniority lists from which the employees will be selected to carry out the assigned work.
- A. Any employee who has worked five-hundred (500) hours or more for the Company during a contract year shall have their name added to the seniority list.
- B. The seniority lists shall be prepared according to the seniority of the employee within the Bargaining Unit, as mentioned in Sub Sections 1 and 2.A of this Article.
- C. When preparing the seniority lists, by virtue of this Agreement, the order of these lists shall be maintained as a "pilot list", once the necessary corrections are made, understanding that the parties shall make the necessary corrections before signing this Agreement.
- Section 3. The Company shall assign and distribute the selected personnel in the different classifications according to their seniority and ability to perform the assigned work.
- Section 4. The provisions of seniority mentioned in this Agreement shall apply to all the employees of the Company regardless of their condition as members of the Union.
- Section 5. Seniority may be affected by the following, including but not limited to:
 - A. Voluntarily quitting the job.
 - B. The absence of an employee for fifteen (15) consecutive days for any reason without previous notification.
 - Termination or suspension with just cause.

ARTICLE VI WORK HOURS

Section 1. The regular hours of work shall be eight (8) hours a day and forty (40) hours a week, in accordance with the shifts established in this Agreement. All hours worked in excess of eight (8) hours a day and forty (40) hours a week shall be considered overtime. All hours worked

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in excess of eight (8) hours day shall be paid at the rate of time and one half (1½) the employees' regular hourly rate of pay. All hours worked in excess of forty (40) hours shall be paid at time and one half (1½) the employees' regular hourly rate of pay

Section 2. The regular hours of work in all work classifications except timekeepers, wage clerks, assistant wage clerks and crane mechanics shall be:

From: To:
7:00 a.m. 12 p.m.
1:00 p.m. 4:00 p.m.

Section 3. The regular hours of work for Timekeepers, Wage Clerks, and Assistant Wage Clerks shall be:

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From: To:

7:00 a.m. 12:00 p.m.
1:00 p.m. 4:00 p.m.
4:00 p.m. 6:00 p.m.
7:00 p.m. 11:00 p.m.
11:00 p.m. 6:00 a.m.

Section 4. The meal periods for the above listed classifications in above sub sections 2 and 3 shall be:

Lunch Hours:
From:

To:

6:00 a.m.

12:00 p.m.

6:00 p.m.

11:00 p.m.

12:00 a.m.

12:00 a.m.

12:00 a.m.

Section 5. If meal periods are worked, they shall be paid at the rate of double the employees' regular hourly rate of pay for the shift. Fractions of an hour will be considered complete hours for payment purposes. Meal hours shall not be part of the guarantees established in this Agreement, except for 11:00 PM to 6:00 AM shift.

Section 6. The schedule for Crane Mechanics shall be:

A. The Company shall continue using three shifts as usual: Saturday to Wednesday from 7:00 AM to 4:00PM (with lunch break at 12 PM to 1:00 PM): Monday through Friday shift from 2:00 PM to 11:00 PM, (with



dinner break from 6:00 PM to 7:00 PM): and the 7:00 AM to 4:00 PM shift, Monday through Friday (with lunch break from 12:00 PM to 1:00 PM).

- B. On certain occasions, crane mechanics can be called to work from 6:00 AM to 3:00 PM. The 6:00 AM to 7:00 AM hour will be paid as double time for being a lunch break, and any work after 3:00 PM will be paid time and a half of regular pay.
- C. There will be two (2) to three (3) mechanics per shift depending on the Company's operational needs. In the 11:00 PM to 6:00 AM shift, if they are required to work the shift before or after, the shift will be paid in full. The crane mechanics must rotate every three months or as agreed by the Union and the Company.



ARTICLE VII GUARANTEES

Section 1. All the bargaining unit employees except timekeepers, wage clerks, and assistant wage clerks selected to work at any time in the period between 7:00 AM to 4:00 PM are guaranteed four (4) regular hours, including holidays, Saturdays, and Sundays. The same employee can continue to work until 6:00 PM, and shall be paid the corresponding shift payment. If the same employee continues working after 6:00 PM, the Company shall guarantee the shift until 11:00 PM. If the same employee continues working after 11:00 PM, the Company shall guarantee the complete shift from 11:00 PM to 6:00 AM. Any time worked during 1 hour shall be paid as a whole hour. (Saturdays and Sundays will be paid as a holiday).

Section 2. When an employee is called to work for the first time at 4:00 PM, the Company shall guarantee the entire shift until 11:00 PM. When an employee is called to work at 11:00 PM, the Company shall guarantee the entire shift until 6:00 AM.

Section 3. Regular work shifts, depending on the needs of the service of the terminal, shall be:

- A. From 7:00 AM to 4:00 PM8 hours From 4:00 PM to 11:00 PM6 hours From 11:00 PM to 6:00 AM7 hours
- B. Timekeepers, Wage Clerks, and Assistant Wage Clerks

From 7:00 AM to 4:00 PM	Hours to be paid - 8 hours
From 2:00 PM to 11:00 PM	Hours to be paid - 8 hours
From 4:00 PM to 11:00 PM	Hours to be paid - 6 hours
From 11:00 AM to 6:00 AM	Hours to be paid - 7 hours



- C. For the wage clerk working the 2:00 PM shift and the 4:00 PM to 11:00 PM shift who continues working after 11:00 PM, the lunch hour shall be from 11:00 PM to 12:00AM and shall be paid at double the regular wage rate.
- D. When a vessel starts its operations between the shift of 7:00 AM to 4:00 PM and ends at 6:00 PM, and if the same timekeeper, wage clerk, or assistant wage clerk is working, that employee shall receive the rate of time and a half after 8 hours. If the vessel ends after 7:00 PM, the employee shall be paid until 11:00 PM.

Section 4. The ship guarantees shall be as follows:

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Tote Maritime 8 hours Trailer Bridge 6 hours (small barge) Trailer Bridge 8 hours (large barge) Evergreen Lines 4 hours A.P.L. Limited 4 hours H Stinnes Linien GMBH 4 hours Tropical-Kent 4 hours NYK Bulk ship (cars) 4 hours K Lines (cars) 4 hours Others 4 hours

Section 5. Dispatch and mechanics have 8 hours guaranteed from Monday to Friday and holidays. Saturdays and Sundays, 4 hours guaranteed.

Section 6. The Company agrees to use Union personnel in all its operations covered by this Agreement in their venues and facilities.

Section 7. When the need arises to increase the number of employees within any work classification in accordance with those established in the Agreement, the Company will credit the extra personnel employed at the time that this classification starts working; noting on the payroll the hours physically worked.

Section 8. The employees' work week shall be from Monday at 7:00 AM to the following Monday at 6:59 AM.

Section 9. For bargaining unit personnel such as Tally Clerks and Wage Clerks on board mixed ships all the hours guaranteed shall be paid in the following manner:

A. If a ship does not arrive at a notified time, the guarantee will be paid at the rate of the type of cargo that will be worked at the beginning of the operations.



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- B. If a ship suspends the operations, the guarantee will be paid at the rate of the type of cargo they were working at the time of suspension.
- C. At the completion of a ship, the guarantee will be paid at the rate of the type of cargo at the end of the operation.
- D. During the boom rigging operation, the work shall be paid at the rate of mechanized cargo, provided that the time that the breaking the boom maneuver lasts shall be paid at the general cargo rate.

Section 10. Manning.

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- For ship operations one (1) checker per gang.
- B. For car dispatch/receipt operations, one (1) checker.
- C. For the preparation of ship worksheet, one (1) paymaster.
- D. For the receipt and dispatch at the gate, the Company shall hire checkers according to its operational needs. The amount of open lanes needed shall be according to the volume of dispatch and receipt. The Company, taking into consideration the scheduled volume, shall determine the number of checkers needed according to Article II of this Agreement

Section 11. The Company shall determine the number of workers to be used, the type of work and the site or location on the terminal where the work will take place. The Company shall evaluate the number of workers needed (crane mechanics, tire repair, utility, mechanics, etc.) and if needed, taking into consideration the need shall make the relevant changes.

Section 12. Contributions to the employee benefit funds provided for in Article XI of this Agreement shall be paid on all guaranteed hours.

ARTICLE VIII HOLIDAYS

Section 1. Holidays shall be as follows:

January 1st January 6th January 20th 3rd Monday of February March 22

Varies

Last Monday in May 4th of July New Year's Day Three Kings Day

Martin Luther King Day President's Day

Abolition of slavery

*Good Friday (no work)

*Work starts at midnight Memorial Day

Memorial Day Independence Day

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July 25th

1st Monday in September

October 12

November 8 November 11

1st Tuesday in November

November 19th

Last Thursday in November

December 24th

December 25th

Constitution of Puerto Rico Day

Labor Day

Columbus Day

Teddy Gleason's Birthday

Veterans Day

General Election Day (varies)

Discovery of PR Day Thanksgiving (varies)

Dock Employees Day

Christmas Day

Section 2. All holidays aforementioned shall begin at 12:00AM and will end at 12:00AM of the next day.



ARTICLE IX VACATION

Section 1. All employees covered by this Agreement, who in the future comply with following conditions, will have the right to vacations every year:

- A. One regular week paid in advance equivalent to forty (40) regular hours for those who have worked no less than 425 and no more than 849 hours with the Company initially during the agreed upon year, which shall be from the date of the signing of this Agreement until September 30, 2016 and then subsequently each contract year which shall be from October 1st to September 30th of the following year.
- B. Two regular weeks paid in advance equivalent to eighty (80) regular hours of salary for those who have worked no less than 850 hours and no more than 1,149 hours with the Company initially during the agreed upon year and then subsequently the contract year, as set forth in Subsection 1.A. of this Article.
- C. Four regular weeks with advance pay equivalent to one hundred and sixty (160) regular hours of salary for those that have worked no less than 1,150 hours with the Company initially during the agreed upon year and then subsequently the contract year, as set forth in Subsection 1.A. of this Article.

Section 2. Each year the Company shall submit to the Union a list of employees entitled to vacation or sick leave.

Section 3. It is mutually understood that the creation of a vacation schedule is a privilege and a right of the Company subject to the requirement that such schedule will be reasonable.

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Section 4. If at any time of the year, the Company does not have work for the employees, they will be paid for an accumulated and not taken vacation leave.

Section 5. The employees have to take the accumulated vacation hours annually. There will be no monetary liquidation of vacation hours for taking the hours off. If upon request of the Company, an employee cannot use their right to vacation, these vacations will be accumulated for the next year, as long as vacations are not accumulated for more than two (2) years, and the right to accumulated vacations for the second year mentioned in this paragraph will not expire upon the termination of this Collective Bargaining Agreement.

ARTICLE X SICK LEAVE

Section 1. All employees covered by this Agreement who in the future comply with the following conditions shall be entitled to sick leave every year:

- A. One regular week with pay equivalent to forty (40) regular hours of salary for those who have worked no less than four hundred and twenty five (425) hours and no more than eight hundred forty nine (849) hours with the Company initially during the agreed upon year and then subsequently the contract year, as set forth in Subsection 1.A. of Article IX.
- B. Two regular weeks with pay equivalent to eighty (80) regular hours of salary for those that have worked no less than eight hundred and fifty (850) hours and no more than one thousand one hundred and forty nine (1,149) hours with the Company during the agreed upon year and then subsequently the contract year, as set forth in Subsection 1.A. of Article IX.
- C. Three regular weeks with pay equivalent to one hundred and twenty (120) regular hours of salary for those that have worked no less than one thousand and one hundred fifty (1,150) hours with the Company during the agreed upon year and then subsequently the contract year, as set forth in Subsection 1.A. of Article IX.
- Section 2. The Company, by mutual agreement with the Union, shall award sick leave rights to those employees covered by this Agreement who suffer from an illness that requires bed rest preventing them from working, if said employees have worked the hours stipulated in above subparagraphs 1, 2, and 3.
- Section 3. When employees entitled to sick leave pay apply for the leave, they shall be required to submit a certificate signed by a doctor proving that the illness or disability was not due to an intentional injury or an attempt to work under the influence. If their illness is not serious enough to be seen by a doctor, they will bring a letter certifying their illness. Members that accrue absences due to health reasons shall have the right or shall be eligible for sick pay



two times (2) per year. The employer shall issue the sick pay to any member with adequate certification for the time provided by the employee that has accrued hours.

Section 4. Once the employee has certified his illness, sick leave shall be applied and credited, and accrued days shall be paid.

Section 5. Each year on November 1st the Company shall provide the Union with a list of employees entitled to sick leave.

ARTICLE XI LEAVE FOR UNION OFFICIALS

Section 1. The Company shall grant an unlimited leave without pay to employees who hold paid officer positions within the Union. Upon leaving Union office, those employees shall be employed by the Company within the classification under which they worked before they became officers without losing their seniority rights.



ARTICLE XII WORKING CONDITIONS

- Section 1. The Union shall have the right to name a delegate on the docks and one in the maintenance shops and the Company shall grant them official recognition. These delegates shall be required to ensure that both the Company and the employees comply with their respective obligations. If in the course of their work any dispute or controversy arises, the delegate (without interrupting work) shall discuss the issue with the immediate supervisor on the dock. If the issue cannot be resolved, it will then be referred and submitted by the Union delegate to the Grievances and Arbitration Procedure established in this Collective Bargaining Agreement. The conditions of employment for the delegate shall be exactly the same as those for the employees covered by this Collective Bargaining Agreement, and they will not enjoy any privilege for being delegates.
- Section 2. The Union and its members shall not sanction the incompetence resulting from the work of the employees covered by this Agreement, unauthorized strikes, and avoidance of work, theft, or malicious damage to cargo. The fact that any of these offenses are committed shall be sufficient cause to fire the guilty person, with the understanding that if the member of the Union claims to be innocent, the case shall be submitted to the Grievance Committee.
- Section 3. All employees shall cooperate to maintain the order, discipline and protection of the cargo and of all the property of the Company.
- Section 4. The Company reserves the right to remove from work any employee covered by this Agreement who does not meet the attributes and abilities to perform the assigned work, without prejudice of the employee to appeal to the Union officials for a direct negotiation.
- Section 5. During the term of this Agreement the Company shall continue granting benefits and privileges it has been extending to the present time to its employees without incurring any duplication of benefits and privileges.

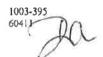


- Section 6. The Company shall order the personnel covered by this Agreement at 3:00PM the day before they have to start working.
- Section 7. No employee covered by this Agreement may be disciplined or suspended for a determined period of time or indefinitely without just and reasonable cause and not before a meeting with a representative of the Union and a Company representative. The Company shall notify the Union in writing of the final decision in the case.
- A. The Union shall not have to handle cargo belonging to a striking sister union, and refusal to handle that cargo shall not constitute a violation of this Agreement.
- Section 8. The Company shall supply the maintenance and repair employees covered by this agreement (2) overalls, (1) helmet and (1) pair of boots every year covered by this agreement and any other safety equipment established by law. According to its deterioration, equipment could be replaced before the agreed time. The color and quality of uniforms shall be determined by the Company. Any employee that stops working for the Company for any cause shall return every piece of uniform that bears the name or logo of the Company.
- Section 9. If the employees covered by this Agreement have to appear before the courts of justice as witnesses in defense of the interests of the Company, they shall be paid their salary of eight regular hours for each day they have to appear, and the employees shall be required to report to work as soon as their appearances in Court is over.
- Section 10. The Company shall ensure that the health of their employees is not affected by the work they perform. The Company shall take the necessary precautions for the health and safety of its employees during the work hours according to applicable local and federal laws. In case of accidents at the workplace, the Company shall immediately transfer the injured employees to the hospital or clinic closest to the accident. The Company shall maintain a Service Contract with a Private Ambulance Service Company or call 911 according to applicable laws.
- Section 11. When an employee does not report to work at the scheduled time after being hired, the Company shall cover this position with another employee, according to seniority, with the understanding that the Company is not required to hire or pay that day to the employee who did not report to work or was tardy.
- Section 12. The Company shall provide sanitary services according to the regulations of the Department of Health.
- Section 13. The Company shall keep clocks on the docks in visible sites.
- Section 14. The Company shall pay the bargaining unit employees by check on Thursday during working hours. Those employees, who voluntarily request payment of their salary through direct deposit must request it in writing and complete the corresponding documentation, including but not limited to the Direct Deposit authorization.
- Section 15. It is the Company's prerogative the way in which the jobs will be carried out, the standard setting, and the formulation of reasonable rules for work, but if the Company



implements a rule that in its judgment is not in conflict but that the Union considers in conflict with the terms of the Agreement, this rule shall be discussed between the parties with the goal of amending its possible deficiencies or discrimination.

- Section 16. The Company shall ensure that the docks are kept clean and offer the due guarantees for the health of the employees, and the employees shall cooperate with this matter.
- Section 17. The Company may take disciplinary action when an employee is absent without an excuse for fifteen (15) days except, when on leave with express authorization of the Company, without prejudice for the employee to appeal to the Grievance Committee.
- Section 18. The Union undertakes to ensure that during the term of this Agreement or during the pendency of any claims, grievances and/or arbitrations, there will be no strikes, no stoppage of work, no pickets by the Union, no boycotts, for any reason, and if any employees or group of employees organize any of the prohibited acts in this paragraph, the violation shall be considered just cause for termination
- Section 19. The Company undertakes to ensure that there will be no lockouts during the term of this Agreement or during the pendency of any claims, grievances and/or arbitrations.
 - Section 20. The Union shall cooperate with the Company in an effort to correct the undue abandonment of work.
 - Section 21. Tally Clerks employed by the Company in the San Juan dock by its discretion for the tallying the cargo, shall never count cargo other than that which is on the hook belonging to its warehouse provided, however that in special circumstances they may serve up to two (2) hooks.
 - Section 22. The Company shall determine the number of employees to be used, the type of work and the site or location on the terminal where it shall take place. The Company shall evaluate the number of employees needed (crane mechanics, tire repair, utility, mechanics, etc.) and if needed, taking into consideration the need, make the relevant changes.
 - Section 23. When the Company performs line-handling functions these will be performed by the Maintenance Personnel covered in this Agreement.
 - Section 24. Any maintenance employee at the terminal may be used to perform docking and undocking of ships if the ship is docked between 7:00 am and 4:00 pm and also one hour before or after, with the applicable overtime payment. Any other ship outside of these schedules will have experienced hired personnel from the assigned seniority list. Manning levels are known as 4 for docking and 2 for undocking.
 - Section 25. The work of inspecting and/or sealing empty and/or full containers in the entrance or exit facilities at the terminal, if applicable, shall be assigned to ILA personnel (Gatekeeper). The ILA gatekeeper shall carry out this work of inspecting containers in one or more lanes as



needed. It is understood that if the ILA gatekeeper finds any inappropriate object during the inspection, they shall notify the security personnel immediately.

ARTICLE XIII WELFARE FUND

Section 1. During the term for this Agreement, the Company will make the following contributions to the Sindicatura Fondo Bienestar UDEM-PRSSA ("UDEM-PRSSA WELFARE FUND") as follows:



A. Welfare Fund:

- 1. GENERAL CARGO: \$ 8.48 per hour worked.
- 2. MECHANIZED CARGO: \$5.59 per hour worked.

B. Retirement Fund:

- 1. GENERAL CARGO: \$ 2.88 per hour worked.
- 2. MECHANIZED CARGO: \$ 3.20 per hour worked.
 - (a) The mechanized cargo rate shall increase by 50 cents on October 1, 2016.
- 3. GENERAL CARGO: \$ 2.88 per hour worked.
- MECHANIZED CARGO: \$ 3.70 per hour worked.
 - (a) The mechanized cargo rate shall increase by 50 cents on October 1, 2017.

C. Christmas Fund:

- GENERAL CARGO: \$ 5.01 per hour worked
- 2. MECHANIZED CARGO: \$ 3.33 per hour worked

D. Special Fund or Per Capita:

- 1. GENERAL CARGO: 8 cents per hour worked
- 2. MECHANIZED CARGO: 39 cents per hour worked
- Section 2. The Company shall not deduct any amount from the pay of the employees for said contributions.
- Section 3. With a charge to the UDEM-PRSSA Welfare Fund, the following benefits are established for employees covered by this Agreement.



- A. Medical services and hospitalization, including medications for the employees and their eligible dependents.
- B. Life insurance.
- Non-occupational disability benefits.
- Christmas Bonus payable annually between the 15th and the 20th of December.
- E. Benefits in case of termination of employment.

Section 4. The Fund is administered by a Board of Trustees comprised by two representatives of the Union and two representatives of the Company. As a condition to contribute to the Welfare Fund, the Company shall appoint a representative to become one (1) of the two (2) Company trustees on the Welfare Fund.

Section 5. The Company shall remit its contributions to the UDEM-PRSSA Welfare Fund, every quarter, but no later than thirty (30) days following the end of each quarter.

ARTICLE XIV EMPLOYER PREROGATIVE

Section 1. The Company shall carry out all of its administrative functions, including the establishment of the fair and reasonable rules it deems necessary and convenient for the most efficient and economic operation of their business, and will determine:

- A. The number of employees.
- B. The duties and obligations of each employee.
- C. The method for loading and unloading the ships.
- D. The selection and employment of all personnel according to the business needs and the provisions of this Agreement.
- E. If the Company establishes a rule that it considers is not in conflict with this Agreement but that the Union considers in conflict with the terms of the Agreement, this rule shall be discussed by the parties to resolve the conflict.
- Section 2. The Company retains the right, including but not limited to the exclusive right to: administer and operate its business; manage its workforce; determine the scope, program and types of operations of the Company; to continue, abandon, replace, alter, or substitute machinery, equipment, products and operations; present or future, assign overtime work, hire, classify,



transfer, promote, lay-off; determine the size of its workforce; terminate, or apply disciplinary actions for justified reasons; establish new positions and determine the qualifications to perform them; determine the qualifications for the positions covered by this Agreement; determine the number of employees needed, with the right to modify this number according to the Company's needs; and to establish and maintain in force rules of conduct, discipline, order, efficiency, and safety in its operations. All the above is subject to the provisions of the applicable law and this Agreement.

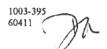
Section 3. The Company shall determine the number of employees to hire, the type of work, and the site or location where they will work, subject to other provisions of this Agreement.

Section 4. The Company's exclusive functions include the manner in which it carries out the loading and unloading operations, setting regulations, personnel supervision, working hours and shifts, and determining the use of the equipment and other property of the Company. The Union agrees not to attempt to neither restrict these functions of the Company nor hinder the maintenance of the best discipline, efficiency and order at work.

Section 5. The weather on the Island of Puerto Rico is unpredictable, therefore, it is inevitable to have to work under periods of rain. The Company and the Union undertake to not interrupt or stop the operations during times of light rain. LIGHT RAIN is defined in the following way: drizzle, amounts of water that do not limit the visibility or that put the operation at risk the health or safety of the employees of the unit hired. The operations shall be interrupted immediately during periods of lightning or heavy rainfall. HEAVY RAINFALL is defined as amounts of water that significantly limit the visibility or put at risk the operation, health or safety of the employees. All personnel must move immediately to a secure location, agreed to by both parties. The Union area delegate shall coordinate with the person in charge of the operation in the Company to determine when the operation should be interrupted or suspended and when it should be restarted in a safe manner for all personnel. The Company is committed to supplying ponchos to its employees and the Union is committed to delivering and picking up the ponchos for reuse.

Section 6. Both parties acknowledge that it is indispensable for the Company to offer a fast and efficient service that adequately responds to the clients' needs and requirements, and thus compete successfully to maintain job safety. By virtue of the aforementioned and of the rapid development of technology and the nature of the market, the Company reserves the right to integrate new technology to speed up all the operations on the docks, taking into consideration the Union employees. The purpose of the application of this technology or instruments is to improve the service offered to all the shipping companies and to be more competitive in the maritime industry. The Company shall discuss, in advance, with the Union all application of new technology. The Company shall be responsible for all the required training of the Bargaining Unit employees in the use of all new technology.

Section 7. The Company reserves the right to mechanize its loading and unloading equipment as appropriate, with the understanding that the Union and the Company agree that any new operation or method that changes the nature of its break-bulk or mechanized cargo



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operations shall be subject to negotiation, at least thirty (30) days before the Company implements these new operations and methods, and no provisions of this Agreement shall allow the Union to sue the Company to change the established operating methods. If new technology results in the displacement of exiting Bargaining Unit employees, the Company must negotiate with the Union with respect to that displacement and its impact on said employees' wages and benefits.

Section 8. All jobs created by technology and automation shall be filled by qualified ILA employees within their respective crafts, after mandatory employer-provided training.

ARTICLE XV GENERAL CONDITIONS

Section 1. Payment Methods

- A. The full name of the employees employed by the Company shall be listed in its payroll, by warehouse or gang, and appear by first and last names of the employees.
- B. The Company shall pay the employees by check which will contain the following information: employee's name, number of regular hours worked, number of hours of overtime worked, hourly rate of pay, deductions made, gross salary and net salary.
 - C. In every shift in which a gang works with general cargo and special cargo, employees shall be paid in the following manner: The hours worked with special cargo shall be paid as special cargo, and half of the hours worked with general cargo shall also be paid as special cargo. This mixed payment formula does not include the following special cargo: old iron, dynamite, and ammunition.
 - D. If a vessel is delayed in a dock due to the action or omission of the Union or any of its members, and after the Company has complied with the relevant provisions of this Agreement, the Company will have the right to give new notice to the Union at the dock, changing the hour to start the job, without being required to pay "waiting time".
 - E. Company will not be required to pay any penalty or to pay any waiting time except as specified in any other part of this Agreement.
 - F. When the Company has to transfer a vessel from one dock to another, at the scheduled time to start the work shift or, after that work has already started, employees shall be paid for the duration of the transfer.

Section 2. Number of Employees to Employ

A. The Company agrees to use ILA personnel in all its operations covered by this contract.



Section 3. Safety and Work Equipment

- A. The Company shall supply face masks, which must be used by employees in the loading and unloading of lime, sulphur, fertilizer, hard coal, manganese in bulk, bulk cement in bags, and all other cargo as agreed to by both parties. The Company shall supply the employees with sweaters, gloves, and rubber boots for jobs performed inside refrigerators and also when handling barbed wire, potash, chemicals, acids, drones, and any other cargo that both parties deem requires the use of sweaters, rubber boots and/or gloves. The employees shall be individually responsible for returning sweaters and gloves provided by the Company. In the event that equipment is not returned at the end of the shift, the employee shall be responsible for the value of equipment not returned.
 - B. The Company shall have clocks on the docks in visible places.
- C. The Company shall supply cold water to the employees in protected containers and sanitary cups.
- D. In case of workplace accidents, the Company will make the necessary arrangements for the immediate transfer of the injured employees to the hospital or clinic closest to the accident area. The Company shall keep a service contract with a private ambulance service company or call 911 in compliance with applicable laws.
- E. The Company shall maintain restrooms and sanitary services in good hygienic condition.

Section 4. Management Limitations

A. The Union will not have to handle cargo belonging to a striking sister union and refusal to do so shall not be a violation of this Agreement.

Section 5. Training Program

A. The Company shall establish the training programs needed for the employees covered in the Bargaining Unit. Training time shall not be paid. Employees interested in participating in any training shall notify the Union and the Union will refer them to the Company. The goal of Company and the Union is to establish a centralized Port wide training program in the future and this goal shall be re-evaluated and monitored on an annual basis.

Section 6. Discipline

A. The Company may suspend or terminate any employees included in the Bargaining Unit with just cause. Just cause includes: improper conduct, inefficiency, insubordination, smoking on the dock or aboard a vessel, using or carrying alcoholic drinks or controlled substances, being under the influence of alcohol or a controlled substance during work hours, leaving the work area without previous authorization by the Company, disobeying orders



and/or disrespecting representatives of the Company and/or the Union in the same work area, provided that any action taken by the Company may be appealed via the Grievance and Arbitration procedures. Suspension or termination can be grieved.

B. The Union shall not sanction the incompetence of employees, unauthorized work stoppages, job abandonment and/or inflicting malicious damage to cargo, property or equipment, and any employees found guilty of one or more of these acts shall be suspended or terminated by the Company.

Section 7. Flexible Schedule (Flexi-Time)

A. The parties agree that flexi-time in the operations of the gate and yard. Those employees shall be paid eight (8) regular hours (straight time) for eight (8) hours of work between 6:00 a.m. and 6:00 p.m., Monday through Friday. The hours from 6:00 a.m. to 7:00 a.m. (this is paid double time) and from 4:00 p.m. to 6:00 p.m. shall be paid at the rate of time and a half (1 1/2) of the regular pay (straight time), except when these are lunch hours. There shall be staggered shifts and lunch hours to allow the continuous operation between 6:00 a.m. to 6:00 p.m. without a complete stoppage for meals. If any weekend work (Saturdays and Sundays) is required, the work guarantee shall be four (4) hours.

Section 8. Assemblies

A. The Union shall notify the Company no less than forty-eight (48) hours in advance when it plans to hold an assembly and shall coordinate the scheduling of such assembly with the Company and, if no agreement is reached, the Union shall suspend the assembly. The Union shall then make a second call for the assembly but commits to hold it at a time and date that least impacts the Company's operations. Upon request of the Company, the employees shall go to the docks to work the next shift after the assembly has finished

Section 9. Completion of Work

A. When a ship is in a hurry to unload and drop cargo on the pier and the personnel aboard finishes the unloading, the Company may not suspend any employees who are part of this gang until the platform has been cleaned or the shift is over for this gang. This will not include the cargo stowed on the platform.

ARTICLE XVI POLICY AGAINST DISCRIMINATION, HARASSMENT & RETALIATION

- Second 1. The Company and the Union declare that all employees should enjoy a workplace free from discrimination, harassment, and retaliation.
- A. Neither the Union nor the Company shall discriminate in employment opportunities or hiring practices on the basis of sex, pregnancy, marital status, race, color,



religion, sexual orientation, national origin, age, disability, or any other distinction protected by relevant law.

- B. Neither the Union nor the Company condone, tolerate, permit or authorize harassment or discrimination of bargaining unit employees. No officer, manager, supervisor, employee or agent of the Company is vested with authority to act in a discriminatory or harassing manner. Individuals engaging in such behavior are acting outside the scope of their given and inherent authority.
- C. Discriminatory or harassing conduct is prohibited and will not be tolerated at workplaces operated and utilized by the Company.

D. The Company and the Union are also dedicated to ensuring the enforcement of rights to work without discrimination or harassment under this Agreement. The Company and the Union shall meet after the signing of this Agreement to discuss implementation of the above policy.

ARTICLE XVII DRUG & ALCOHOL ABUSE PROGRAM

The parties are concerned with those situations where use of drugs or alcohol interferes with an employee's health and job performance, adversely affects the job performance of others, or is considered to be detrimental to the marine cargo handling business. There is no intent to intrude upon the private lives of employees.

Early recognition and treatment of chemical or alcohol dependency problems is important for successful rehabilitation, economic return to the industry, and reduced job disruption. The parties support sound drug and alcohol abuse treatment and rehabilitation efforts, and it is agreed that constructive disciplinary measures may be utilized to provide motivation to seek assistance. Normal industry benefits, such as the group medical plan, in many cases are available to give help in the rehabilitation process.

The parties agree that for any employee to be eligible for treatment and rehabilitation the employee must first be eligible for benefits. Employees not covered for benefits must pay all expenses for rehabilitation. Within thirty (30) days the Company and the Union agree to review the Drug and Alcohol Policy set forth in detail at Annex A. Once the parties complete their joint review and agree to the final terms of the Policy, the Company agrees to implement such Drug and Alcohol Policy



ARTICLE XVIII PROHIBITIONS OF LOCKOUTS, STRIKES AND WORK STOPPAGES

Section 1. During the term of this Agreement there shall be no lockouts by the Employer. The Union agrees that there shall be no strikes or work stoppages by the employees. The right of employees not to cross a bona fide picket line is recognized by the Employers.

ARTICLE XIX GRIEVANCE AND ARBITRATION

Section 1. All disputes between the Union and the Company respecting the interpretation or implementation of this Agreement shall be resolved in the following manner:

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- A. FIRST STEP: When a grievance or dispute first occurs, either the Union delegate or the management authorized representative of the Company designated for such purposes, shall immediately call the problem to the attention of the other party. Work shall continue in the interim. Each party shall use good judgment and make every effort to arrive at settlement consistent with this Agreement.
- B. SECOND STEP: If the dispute or controversy is not resolved informally at the FIRST STEP then either side may submit a grievance in writing to the other party within ten (10) days but, excluding the date of the incident, dispute or controversy is alleged to have occurred. The grievance shall clearly set forth in writing the basic facts and the relevant contractual provisions.
- C. THIRD STEP: If the dispute or controversy matter is not resolved or responded to within the ten (10) working days thereafter, the matter may be submitted by either party to final and binding arbitration by a Committee comprised of two representatives of the Company and two representatives of the Union and a fifth member selected by the four other members. The members of the Committee shall be designated within seventy (72) hours, excluding Saturdays, Sundays and holidays, after delivery of the request to arbitrate. In the event that the fifth member cannot be agreed upon, the four members will petition the Secretary of Labor of Puerto Rico to designate an impartial individual to serve in such position. The Committee shall I promptly move to hear the matter and will issue a decision within thirty (30) days after the close of the hearing. The Committee shall have no power to alter, modify or amend this Agreement. All related fees and costs shall be shared equally by the parties. The decision of the Committee shall be final and binding on all parties and persons related to the issues.



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- D. Notwithstanding the provisions in above subparagraph (b) if the parties so agree in writing, they may expedite the foregoing procedure by designating a single, mutually agreed upon arbitrator to hear and determine the issues or dispute.
- E. The parties involved in the incident giving rise to the grievance shall not be affected until the grievance reaches its final resolution either by mutual agreement of the parties or by an arbitration award.

ARTICLE XX WAGES

Section 1. The wages of any employee that has earned 400 hours or more in any six years since 2002 performing Bargaining Unit work on the Island of Puerto Rico shall be increased to the highest wage tier upon the signing of this Agreement. Said employees years of credited service shall be based on the records maintained by industry Welfare Funds on the Island of Puerto Rico.

Section 2. For all other employees, effective October 1, 2016, the following wage progression table shall apply from the day this Agreement is signed, as follows:

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- A. \$1.00 per hour increase after having been credited for the first year.
- B. \$1.00 per hour increase after reaching the second credited year.
- C. \$1.50 per hour increase after reaching the third credited year.
- S1.50 per hour increase after reaching the fourth credited year.
- E. \$1.50 per hour increase after reaching the fifth credited year.
- F. \$1.50 per hour increase after reaching the sixth credited year.

Section 3. The straight time hourly rate for employees working in the lower tier shall be \$24.00 per hour. The system of raises from the aforementioned progression table shall be applied.

Section 4. The straight time hourly wage rate for new employees in the industry shall be \$20.00. These employees shall have a right to raises from the progression table if they meet its criteria.

Section 5. M&R employees hired after the issue date of this contract shall be paid at the initial hourly wage rate of \$24.00. These employees shall have a right to raises from the progression table if they meet its criteria.

A. If there are no available M&R employees, additional M&R employees shall be hired: [1] first from existing employees within the Bargaining Unit; [2] then if additional employees are still needed, from the ranks of former Horizon Line employees who had at least four hundred (400) hours of service in 2014; and [3] then if additional employees are still needed from existing Bargaining Unit employees who first had qualifying hour of service in 2015.

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Section 6. The straight time hourly rate for all the employees that currently make \$31.00 will be increased by \$1.00 an hour effective at the start of the Company's operations. There will be an additional raise of \$1.00 on October 1, 2017.

Section 7. The parties acknowledge and shall observe the hiring procedure. Before signing of the collective bargaining agreement, the parties shall revise and approve the seniority lists seniority.

Section 8. The wages set forth in Article XX shall only apply to employees that handle mechanized cargo. In the event that the Company handles general non-mechanized cargo, wages for same shall be negotiated based on existing general cargo wage rates in the Port.



ARTICLE XXI FAVORED NATIONS

Section 1. The Union agrees not to negotiate any terms and conditions of employment lesser than those agreed to herein with any other maritime transportation companies, so as not to place the Company in a position of disadvantage with its competitors

ARTICLE XXII VALIDITY OF THE AGREEMENT

This term of this Collective Bargaining Agreement shall be from the date of its signature, on June 27, 2016 through and including September 30, 2019.

In San Juan, Puerto Rico, on June 27, 2016.

Local 1901, ILA, AFL-CIO

SSA SAN JUAN, INC.

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John D. Baker Trustee, Local 1901 Ricardo Alvarado General Manager

ANNEX A

DRUG AND ALCOHOL POLICY

INTOXICATION

When anyone employed under the terms of this Agreement is found to be intoxicated at any facility normally considered a workplace based on the testing protocol hereinafter provided or bringing intoxicants on the premises at any facility normally considered a workplace under this Agreement, the following penalties shall apply:

First Offense - Sixty (60) days' suspension from employment.

Second Offense - Ninety (90) days' suspension from employment.

Third Offense - Permanent suspension from employment.

Offenses which occurred more than three (3) years prior to the date of an offense, shall not be considered in determining the appropriate misconduct penalty for the last offense.

LEGAL DRUGS:

The use of any legally obtained drug to the point where such use adversely affects the employee's job performance is prohibited. This prohibition covers arriving on the work premises with detectable levels of any drug which adversely affects the employee's job performance, including the use of prescribed drugs under medical direction. Where the physician-directed use of drugs adversely affects job performance, it is in the best general interest of the employee, co-workers, and the industry that employees stay home.

ILLEGAL DRUGS:

Illegal drugs, for the purpose of this policy, include (a) drugs which are not legally obtainable and (b) drugs which are legally obtainable but have been obtained illegally.

The sale, purchase, transfer, use or possession of illegal drugs, as defined above, by employees on the work premises or while on employer business is prohibited. Arriving on the work premises with detectable levels of any illegal or illegally obtained drugs is prohibited. This prohibition applies to any and all forms of narcotics, depressants, stimulants, or hallucinogens whose sale, purchase, transfer, use, or possession is prohibited or restricted by law.

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<u>POLICY ENFORCEMENT:</u>

A drug or alcohol test may be required upon reasonable notice made by the Company whenever workplace factors give good faith reason to question the ability of an employee to properly and safely perform the employee's job and whether drugs or alcohol may be a factor. These factors may include physical appearance, behavior, or other job-related circumstances. Tests shall also be required for new employees, employees with safety sensitive jobs, after onthe-job accidents and after evaluation or treatment for substance use.

PENALTIES FOR VIOLATING POLICY:

Any person found in violation of this policy regarding illegal drugs or alcohol or who refuses to submit to a drug or alcohol test, refuses to sign the required consent form or post treatment agreement shall be removed from the job and be suspended from employment for a period of ninety (90) days. A second offense shall result in permanent suspension from employment.

When it is determined that an employee is suffering from a drug or alcohol abuse problem, efforts shall be made to assist the employee in seeking proper treatment and rehabilitation using available resources.

Anyone found guilty of possession, use of, or other dealings in narcotics or other illegal substances (other than drugs which have been prescribed by a licensed physician) while employed under the terms of this Agreement shall be immediately suspended from employment for a period of ninety (90) days.

Anyone found guilty of providing a urine specimen to another person who is being drug tested or interfering in the testing process will be penalized as follows:

First offense......7 days suspension from work Second Offense.....14 days suspension from work Third Offense......30 days suspension from work

FIRST OFFENSE:

Under the provisions of this policy, any person found in violation for the first time of the policy who seeks and receives treatment through a recognized and accredited rehabilitation center shall be allowed to return to work when in the opinion of the personnel at the treatment center involved that individual is ready to return to work. But under no circumstances will the individual be allowed to return before thirty (30) days. The following rules and regulations shall apply:

 A written statement from the treatment center involved stating that the individual has satisfactorily completed treatment will be required before returning to work.

1003-395 PENDING REVIEW
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- Any individual who does not complete the required treatment program will not be allowed to return to work until the required ninety (90) day suspension has been completed.
- 3) Individuals who do not obtain treatment as described above will be suspended for ninety (90) days. A second violation or offense shall result in permanent suspension from employment.
- 4) Any individual who seeks reinstatement shall be required to sign a written agreement that for a period of three (3) years from the date of reinstatement that they will agree to take random drug screen tests.
- 5) Any test shall allow for the splitting of the sample.

A refusal to be tested or leaving the testing site for any reason without first taking the test, shall be grounds for immediate discharge and immediate suspension from employment for a period of ninety (90) days. A second violation or offense shall result in permanent suspension from employment.

SECOND OFFENSE:

The person will be permanently terminated from employment in the industry.

THIRD OFFENSE:

When an employee has been terminated from the industry in accordance with this policy and remains drug free for one (1) year, such individual shall be eligible for a third and final chance for reinstatement in the industry subject to the following terms and conditions.

- 1) Application for reinstatement after the second offense must be made within sixty (60) days from the date of termination. The one year monitoring period shall begin on the date application is made for reinstatement. The testing and grievance procedure governing the drug policy will be in effect during this one-year period.
- All of the following shall be required for a former employee to prove that the employee has remained drug free for the last twelve (12) months prior to reinstatement in the industry.
 - a. The Company shall have the right to have up to 24 random tests during the twelve month period.
 - b. Proof of successful completion of a rehabilitation program and at least weekly attendance.
 - Reasonable criteria shall be established under which the individual shall prove drug-free status, including periodic testing.



- d. If an employee tests positive during the suspension, fails to take a random test or does not attend a weekly rehabilitation program, the employee shall be banned from the industry for life.
- Once reinstated, the individual shall be subject to random testing and any further violation shall ban the employee for life.

All of those actively working under the terms of this Collective Bargaining Agreement shall have the right to request referral to an approved program for treatment or to be tested and any employee whose test results thereof are positive shall be required to immediately report to an approved program for treatment. If such employee participates in and successfully completes the required approved rehabilitation program, that employee may be reinstated. Any additional positive test shall be grounds for immediate and permanent discharge and permanent suspension from employment.

RANDOM DRUG TESTING PROGRAM

The term "random test" shall mean drug and alcohol tests administered to personnel who are selected by a random process whereby each of the employees subject to such testing has an equal chance of being selected each time selections are made.

- The selection of employees for random testing shall be made by a computer based random number generator that is matched with the individual's Social Security number or the last six digits of the employee's Social Security number shall be used to determine who will be tested. The system selected must be completely random. The bargaining parties shall ensure absolute objectivity by generating statistically valid, randomly selected list of employees. There shall be no set number of employees to be tested.
- The Company shall be responsible for notifying the testing facility when and where operations are working. The provider shall determine the date, operation and shift for personnel to be random tested.
- A full list of ILA personnel, including their Social Security numbers, will be furnished by the Company.
- 4) The testing shall consist of an instant test administered on-site. Positive on site tests shall be sent to a laboratory for confirmation. A saliva test for alcohol shall be administered.
- The cost of the selection system and resulting tests shall be borne exclusively by the Company.
- 6) There shall not be less than four (4), nor more than twenty-four (24) dates each contract year per port on which random testing may be conducted.

1003-395 PENDING REVIEW

- Once the drug-testing provider arrives at the job site, personnel shown on the time sheets who leave without proper permission or personnel selected for testing who are notified of such selection and then subsequently leave the job site without submitting to the test shall be deemed a positive test in accordance with the existing drug policy. Anyone who leaves with proper permission must be tested within twenty-four (24) hours.
- Upon notification of selection, a person shall be allowed one hour to provide a urine sample. Only if a urine sample cannot be provided, an alternative method agreed to by the local parties shall be used. Refusal to submit shall be deemed a positive test in accordance with the existing drug policy. The alternative method shall be hair or saliva.
- Disputes arising from the administration of this program shall be subject to the grievance procedure.
- 10) A representative from the union or a designee shall be present for the random testing process.

1003-395 PONDING REVIEW

EXHIBIT B



SSA San Juan, Inc. A Carrix Enterprise

17 de abril de 2017

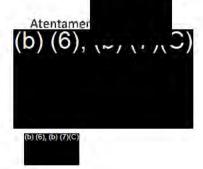
Sr. Carlos Sánchez, Presidente Unión de Trabajadores de Muelle-ILA Local 1740 PO Box 13956 San Juan, P. R. 00902-4010

Estimado señor Sánchez:

Respondemos a las reclamaciones recibidas el 11 de abril de 2017, referente a labores de pintura de chassis en los predios del terminal de TOTE, lavado de top loaders en el muelle, cambio de gomas a chassis y operando tractores para mover los mismos en los predios de Puerto Rico Terminal.

Por favor quede informado que SSA San Juan no fue contratado para realizar los referidos trabajos. Por lo tanto, SSA no venía en la obligación de llamar a empleados para reparación de equipo que no le pertenece y que de todas maneras no realizó. Conforme al Convenio Colectivo, Artículo II: "Cualquier trabajo en el terminal tradicional de la ILA que es controlado por la Compañía o cualquier línea marítima con contrato con la Compañía y que el contrato proporciona que SSA San Juan, Inc. realiza este tipo de servicios, que se transfiere a otras instalaciones fuera del terminal marítimo, el ILA continuará realizando el trabajo". A la luz de lo anterior, no se violentó disposición alguna del Convenio Colectivo.

SSA San Juan hace reserva expresa de todas y cualesquiera otras defensas, tanto procesales como substantiva de las reclamaciones de referencia.



From:

(b) (6), (b) (7)(C)

Sent: To:

Monday, April 17, 2017 10:22 AM Carlos Sánchez; carlos sanchez

Cc:

(b) (6), (b) (7)(C)

Subject:

Contestación Reclamaciones

Attachments:

Trabajos de Pintura de Chassis, Lavado Top Loaders, Cambio Gomas Chassis

04-11-2017.pdf

Buen día (b) (6), (b) (7)(C):

Adjunto contestación a las reclamaciones recibidas el 11 de abril de 2017.

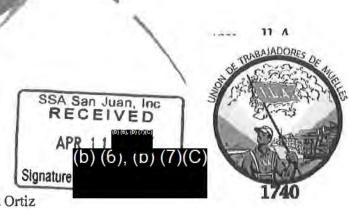
(b) (6), (b) (7

(b) (6), (b) (7)(C) @ssamarine.com

Ofic 787-706-1550 | Cel (b) (6), (b) (7)(C)

SSA San Juan, Inc. | www.ssamarine.com/locations/caribbean

Terminal Puerto Nuevo Calle C Final, Muelle M San Juan, PR 00920



Fecha 10 de abril del 2017

Nombre del querellante:

Carlos C. Sanchez Ortiz

Teléfono

(787) 366-9885

Posición Gomeros - (b) (6), (b) (7)(C)

PATRONO:SSA

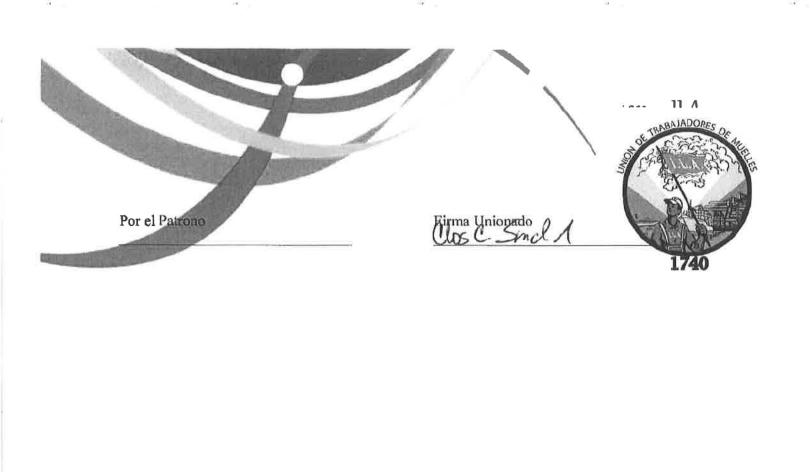
Descripción de querella

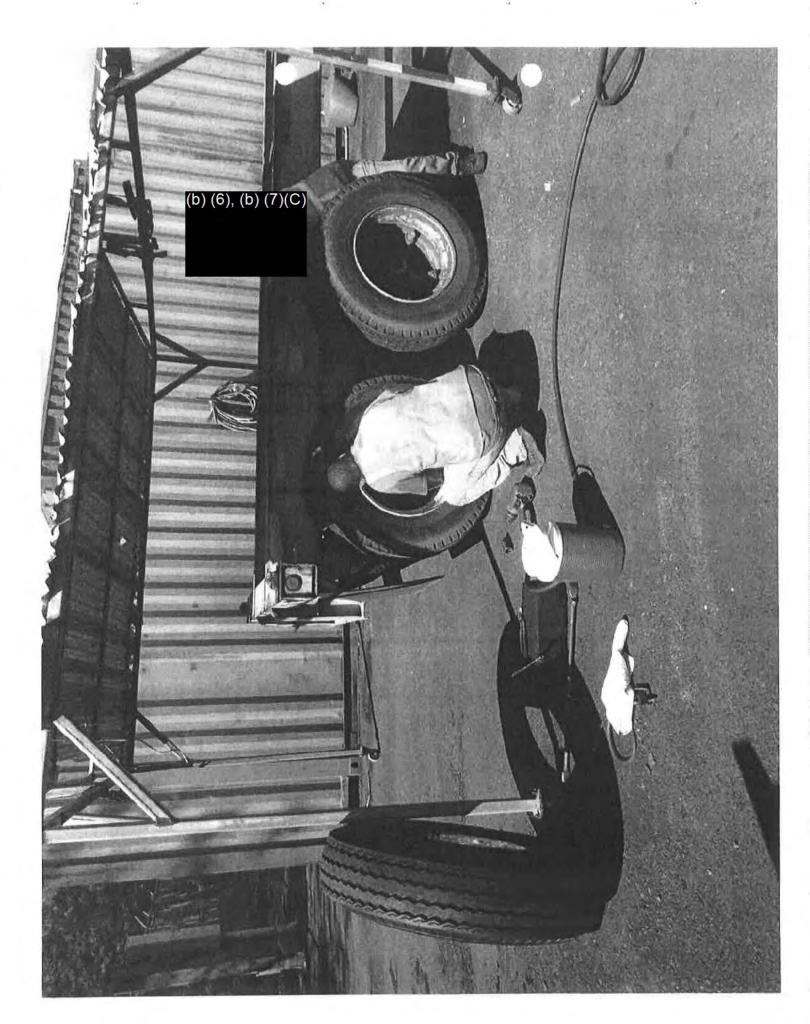
En la mañana de hoy en los predios de Puerto Rico Terminal se encontraban personal NO UNIONADO realizando labores de cambio de gomas a los chassis y operando los tractores para mover los mismos. Por este medio le solicitamos un cese y desista inmediatamente de utilizar personal NO UNIONADO dentro de las facilidades y realizar el trabajo perteneciente a la UNIÓN.

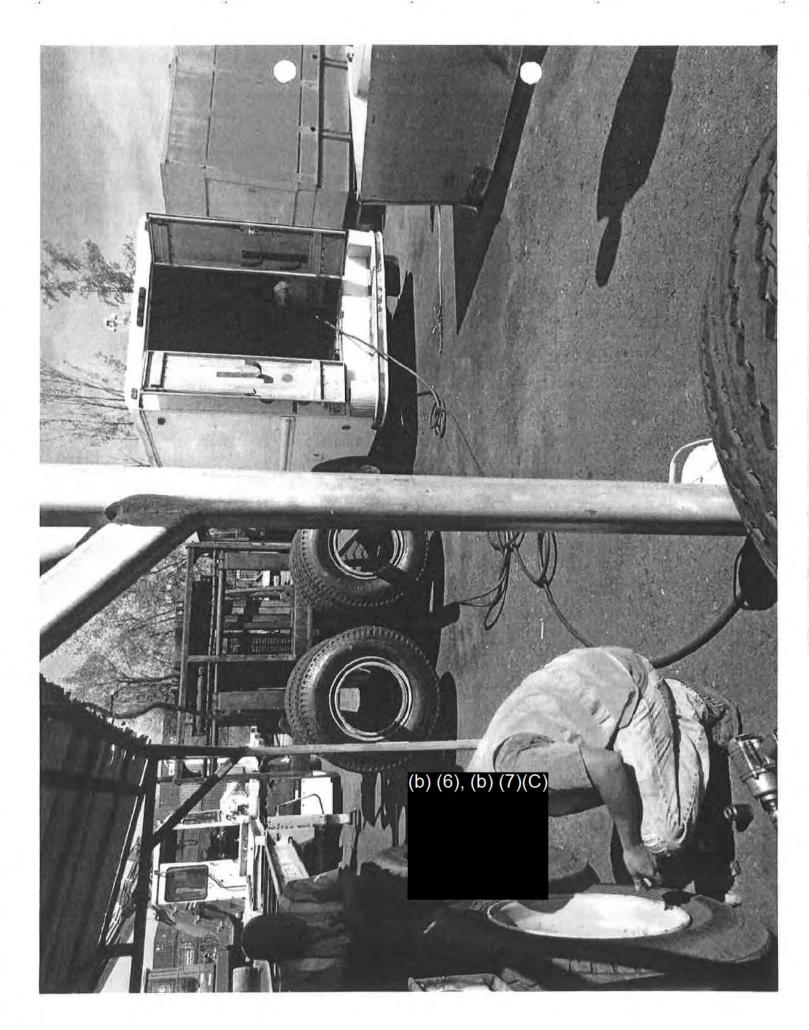
Por este medio le solicitamos el pago de las horas y benéficos dejados de devengar por los

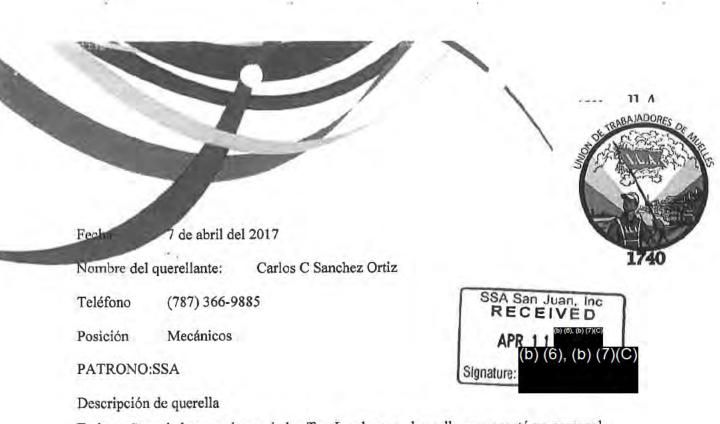
(b) (6), (b) (7)(C)

DECISION FINAL:









En la mañana de hoy en el area de los Top Loaders en el muelle se presentó un personal NO-UNIONADO a realizar la labor del lavado de las máquinas. Según estipulado en el Convenio Artículo IX Sección B:

La Compania conviene utilizar personal de ILA en todas las operaciones cubiertas por este contrato que se efectúen en sus predios e instalaciones, siempre y cuando se cumpla con el Articulo II de este convenio.

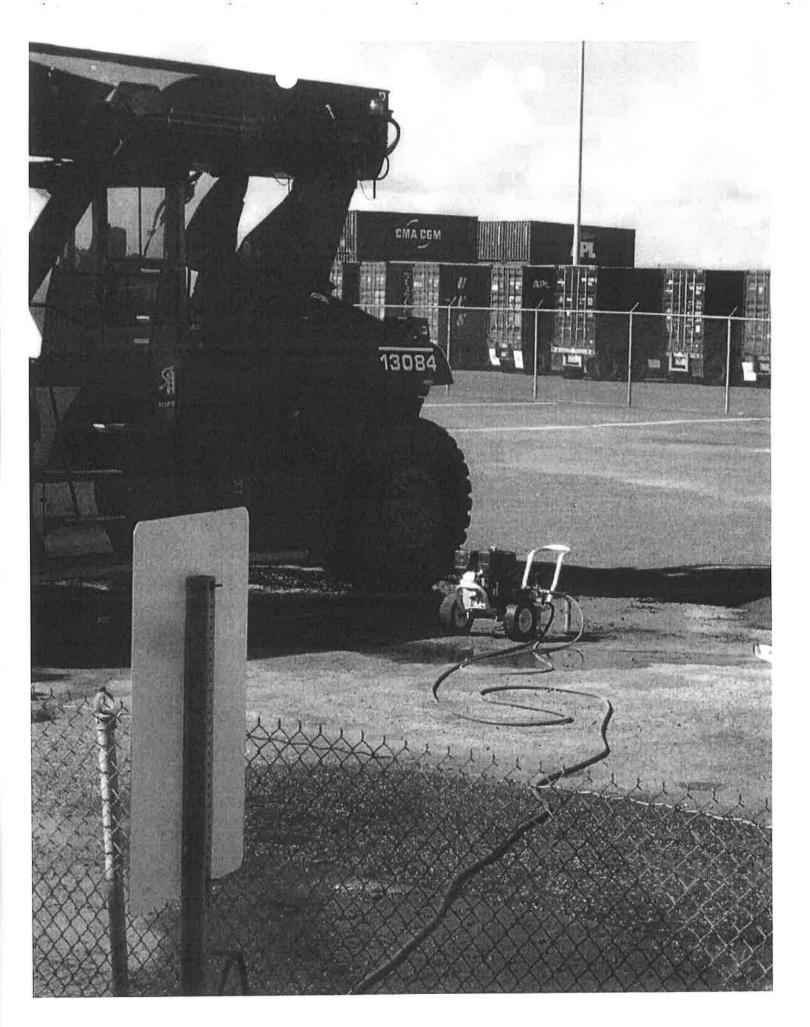
Por este medio le reclamamos todos los salarios y beneficios dejados de devengar por los empleados (b) (6), (b) (7)(C) y (b) (6), (b) (7)(C)

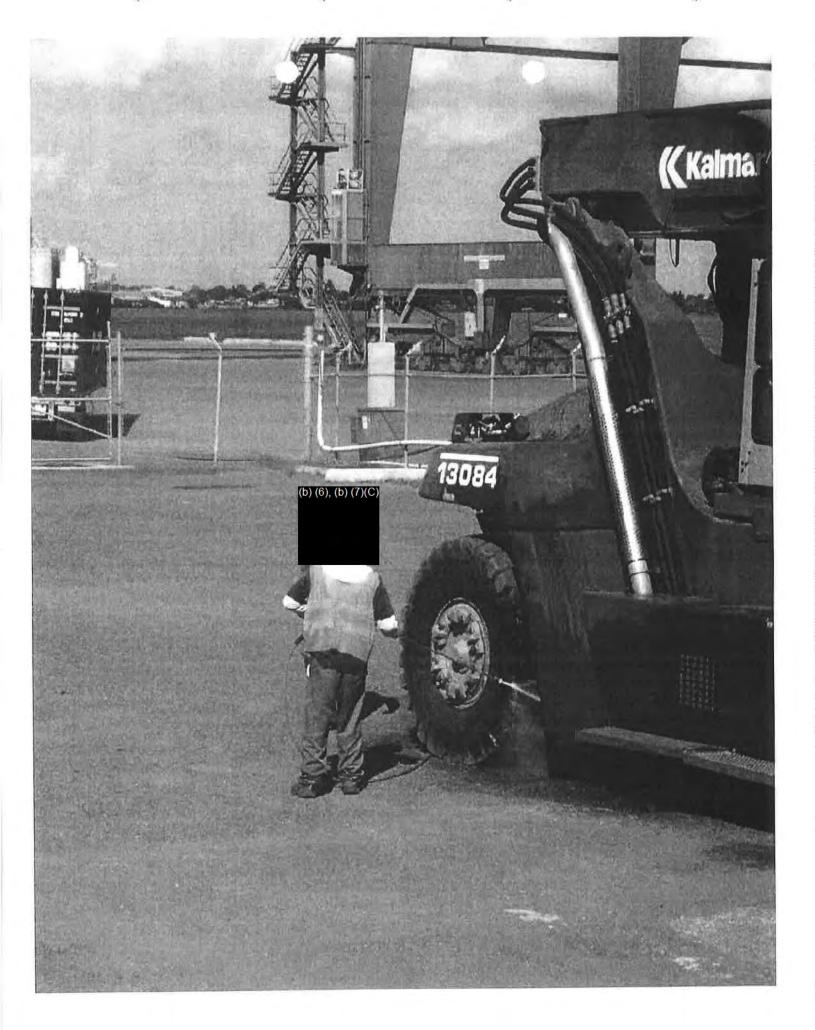
DECISION FINAL:

Por el Patrono

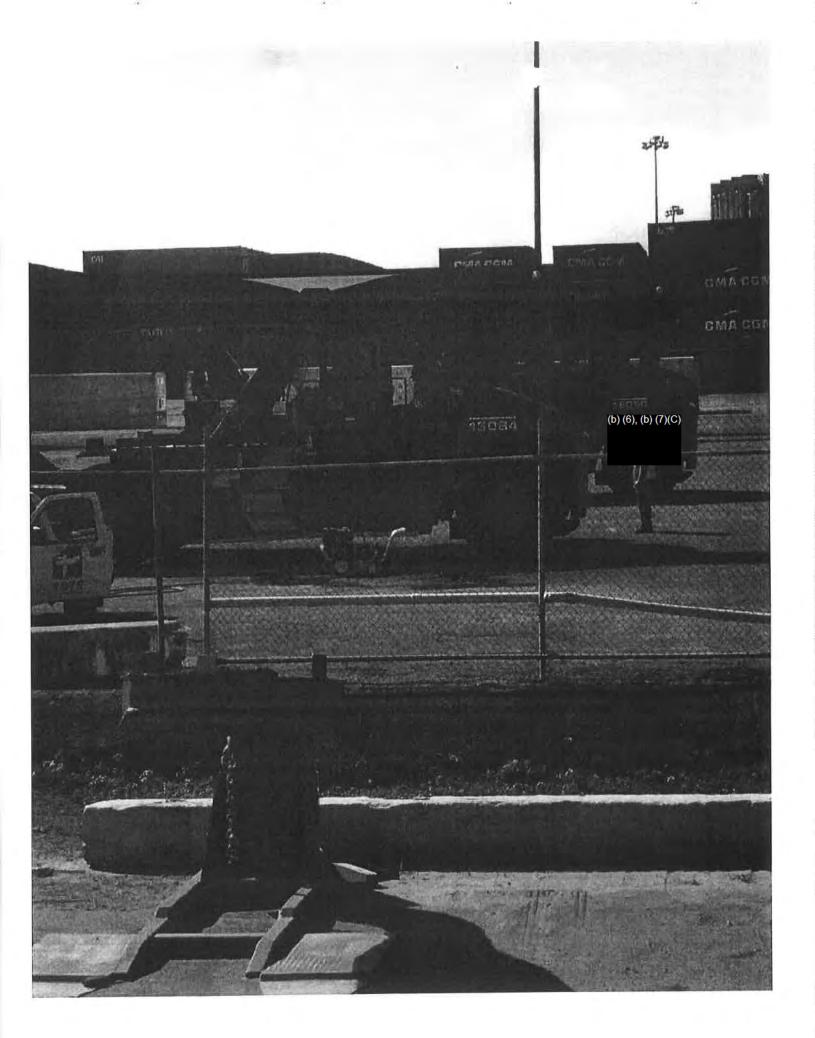
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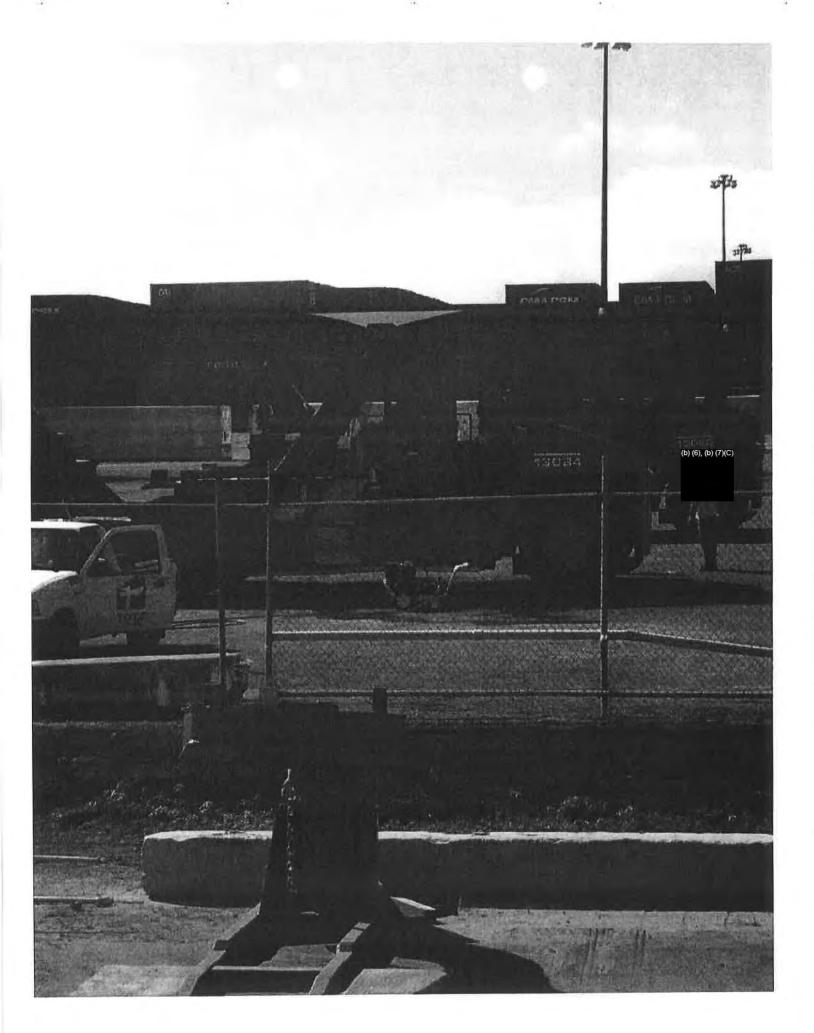














6 de abril del 2017 Fech

Nombre del querellante: Carlos C. Sanchez Ortiz

Teléfono

(787) 366-9885

Posición

Mecánicos

PATRONO: SSA

Descripción de querella

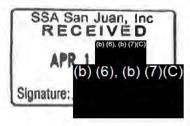
En el día de hoy en los predios del terminal de Tote Marine en el area de refrigeración se encontraba personal no unionado pintando los chassis de las neveras. Nuevamente le expresamos que segun el convenio colectivo Articulo XI Seccion B:

La Compañía conviene utilizar personal de la ILA en todas las operaciones cubiertas por este contrato que se efectúe en sus predios e instalaciones, siempre y cuando se cumpla con el Articulo II de este convenio.

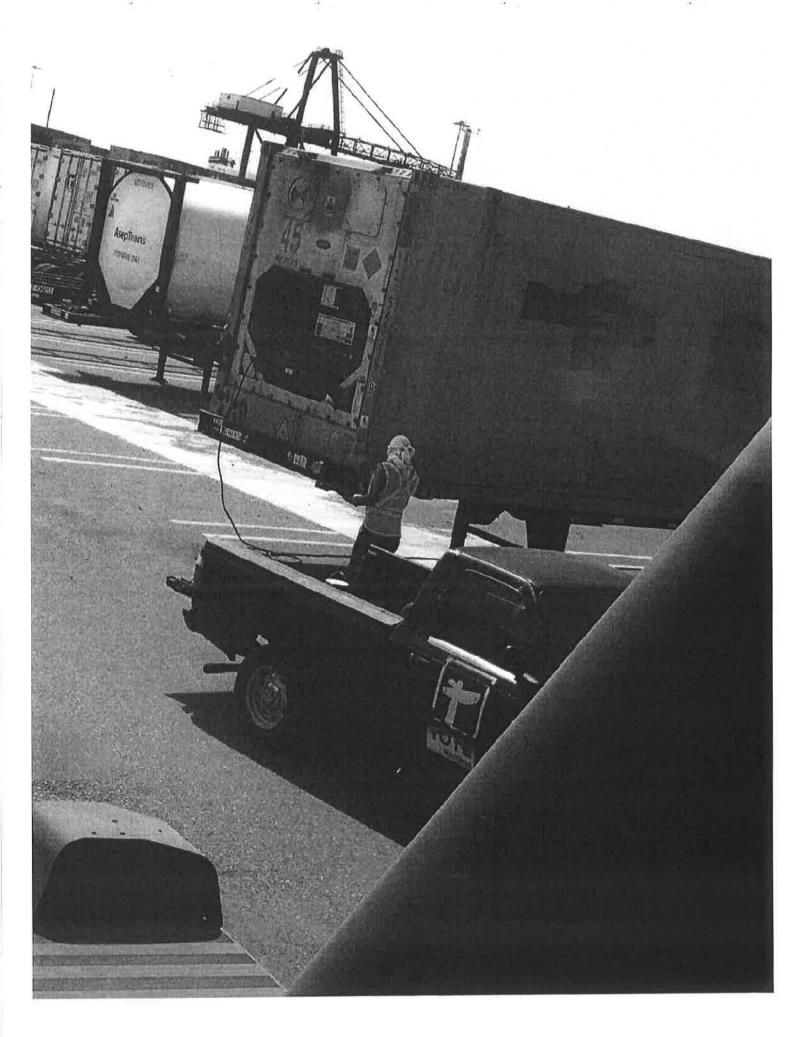
Por este medio le hacemos el reclamo de todos los salarios y beneficios dejados de devengar por el empleado (b) (6), (b) (7)(C)

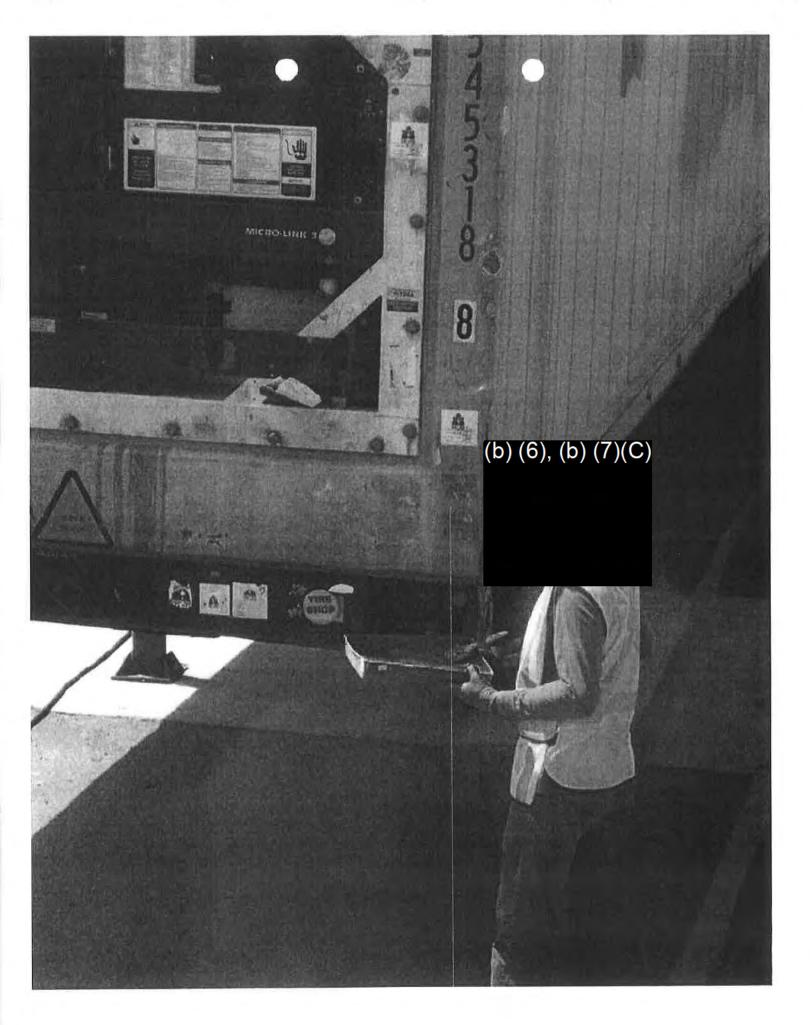
DECISION FINAL:

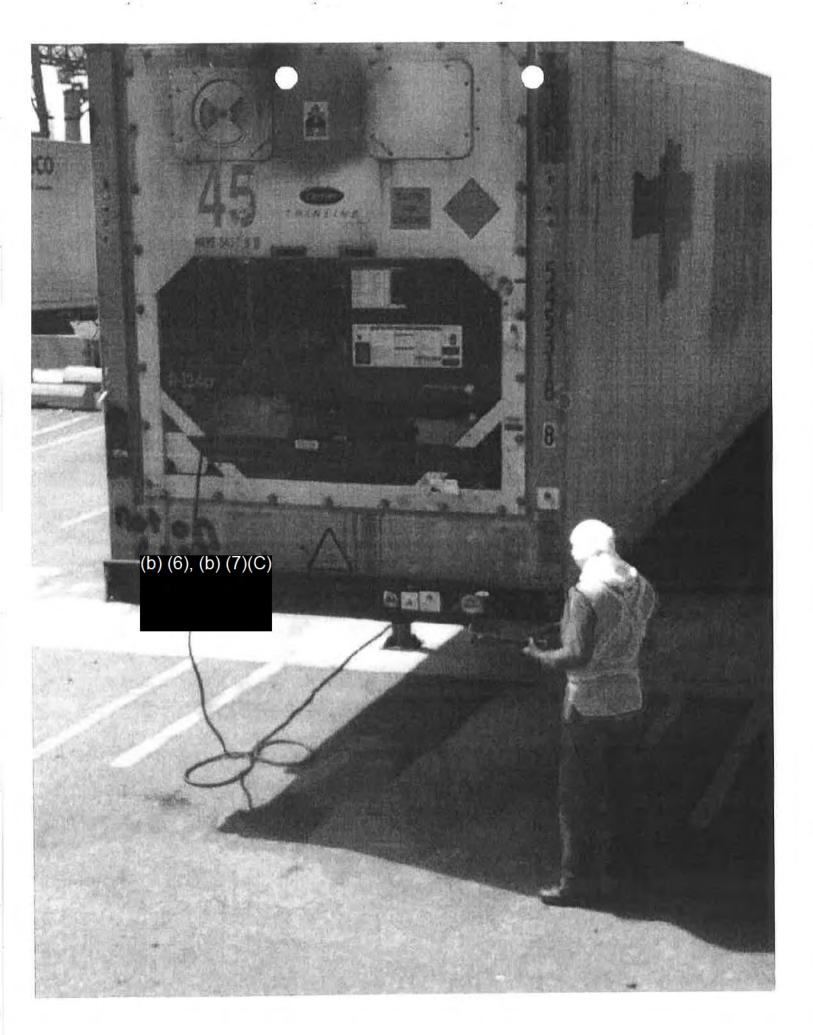


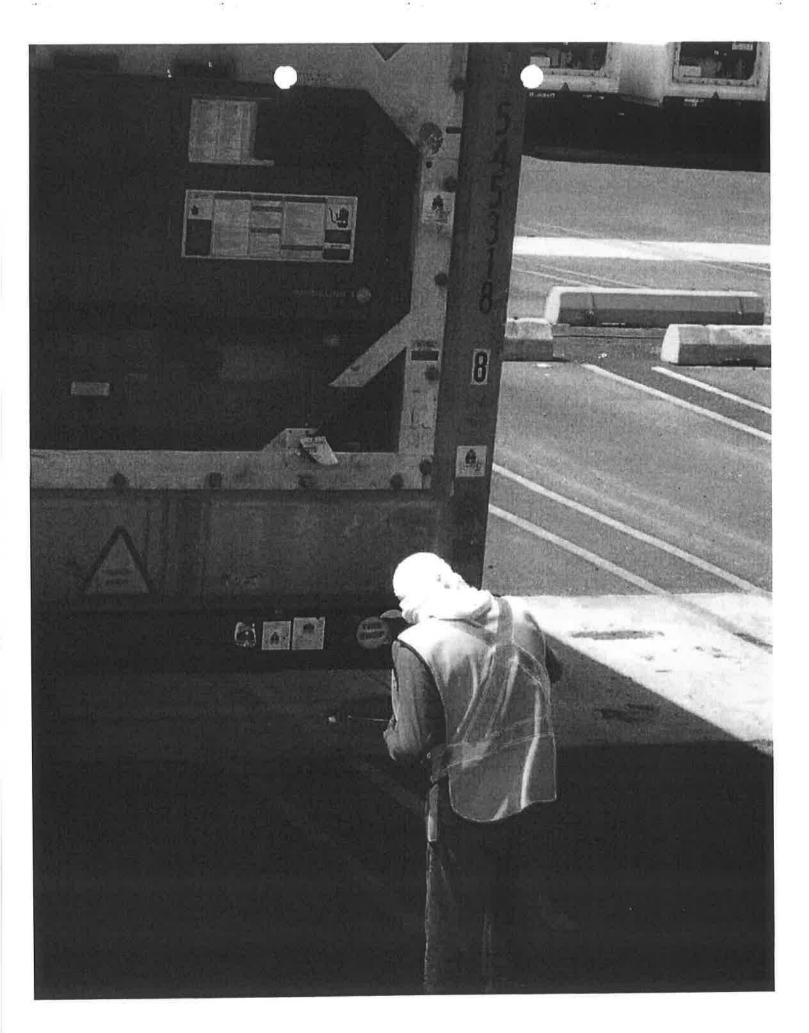


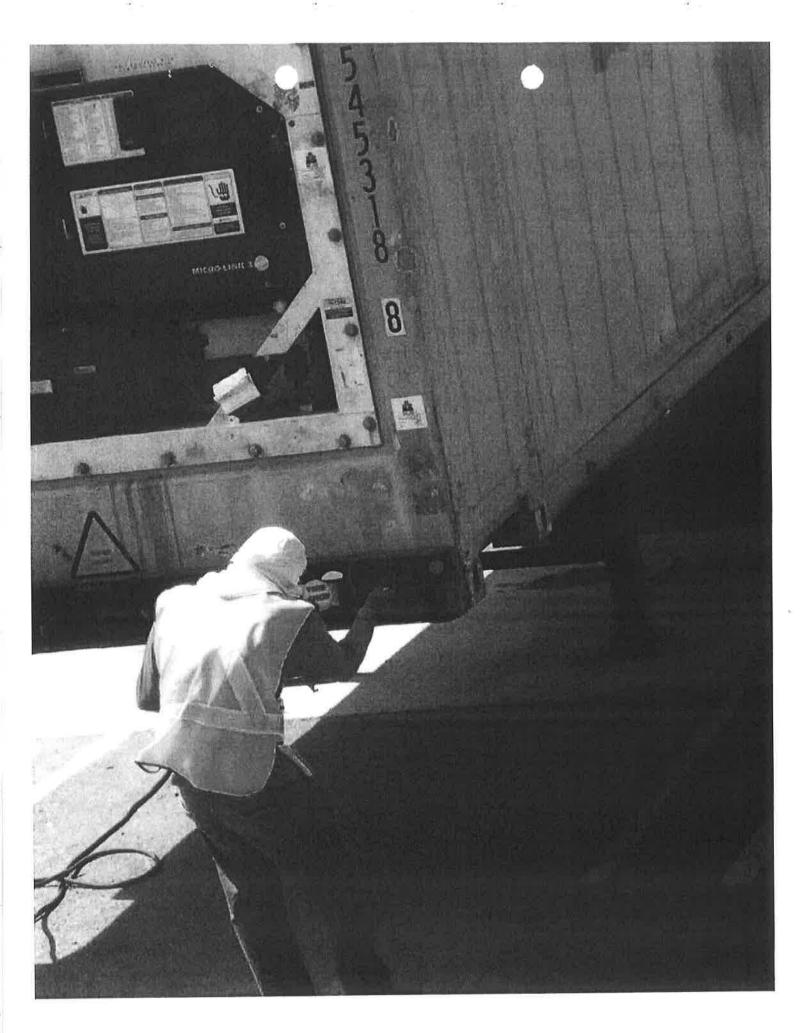
















SSA San Juan, Inc. A Carrix Enterprise

22 de septiembre de 2016

Sr. Eduardo Iglesias Representante Local 1901, ILA PO Box 366048 San Juan, P.R. 00936-6048

RE: RECLAMACIÓN VIOLACIÓN ARTÍCULO II - SUBCONTRATACIÓN

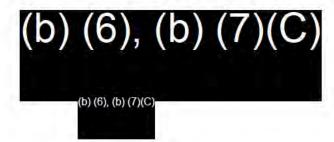
Estimado señor Iglesias:

Respondemos a la reclamación presentada referente a subcontratación de trabajos de lavado de neveras, reparación de chasis, soldadura y trabajos de mecánicos y mantenimiento en los talleres de TOTE y Trailer Bridge.

Por favor quede informado que SSA no fue contratado para realizar los referidos trabajos. Por tanto, SSA no venía en la obligación de llamar a empleados para reparación de equipo que no le pertenece y que de todas maneras no realizó. Conforme al Convenio Colectivo, Artículo II: "Cualquier trabajo en el terminal tradicional de la ILA que es controlado por la Compañía o cualquier línea marítima con contrato con la Compañía y que el contrato proporciona que SSA San Juan, Inc. realiza este tipo de servicios, que se transfiere a otras instalaciones fuera del terminal marítimo, el ILA continuará realizando el trabajo". A la luz de lo anterior, no se violentó disposición alguna del Convenio Colectivo.

SSA hace reserva expresa de todas y cualesquiera otra defensa tanto procesales como substantivas en cuanto a la reclamación de referencia.

Atentamente,



From:

(b) (6), (b) (7)(C)

Sent:

Thursday, September 22, 2016 2:38 PM

To:

'Local 1901 ILA-AFL-CIO'

Cc:

International Longshoremen S Association; (b) (6), (c) (7)(c)

Subject:

(b), (b), (7), (c)

Attachments:

(b) (6), (b) (7)(C) 0272_001.pdf

Buenas tardes:

Adjunto contestación a querellas recibidas.

SSA San Juan, Inc. Ofic. 787-706-1550 Cel. (b) (6), (b) (7)(C)

From: Local 1901 ILA-AFL-CIO [mailto:local1901ila@gmail.com]

@SSAMarine.com>; International

Cc(D)(b), (D)(f)(C) as SSAMarine.com > (D)(6), (b)Longshoremen S Association (b) (6), eduardo iglesias <eiglesias@bridgedeck.org>;

(b) (6), (b) (7)(C)

Subject: Querellas Violación artículo II-Subcontratación y Violación artículo XII (b) (6), (b)

Por instrucciones del señor Iglesias, incluimos dos (2) querellas presentadas ante su compañía para la acción correspondiente.

Anejos

LOCAL 1901 ILA-AFL-CIO

PO Box 366048 San Juan, PR 00936-6048 Tél. 787-296-9876

Adelantada vía correo electrónico:

@ssamarine.com

SSA San Juan, Inc RECEIVED

Signature:

(b) (6), (b) (7)(C)

12 de septiembre de 2016

(b) (6), (b) (7)(C) (b) (6), (b) (7)(C)

SSA San Juan, Inc. PO Box 16758 San Juan, PR 00908-6758

Querella: Violación artículo II- Subcontratación

Estimada(b) (6), (b) (7)(C):

La compañía SSA San Juan, Inc. desde el 18 de julio de 2016 al presente, ha estado subcontratando los trabajos de lavado de neveras, reparación de chassis, soldadura y trabajos de mecánicos y mantenimiento, violando así claramente el artículo 2 del contrato entre las partes.

Desde el 18 de julio de 2016, la compañía ha utilizado en los talleres de TOTE, Trailer Bridge y áreas aledañas personal no unionado. Reza el contrato entre las partes que todas las jurisdicciones en Puerto Rico en que tradicionalmente trabajan miembros de la ILA, utilizarán personal unionado.

Desde ese día todas las compañías mencionadas han mantenido personal no unionado realizando dichas labores sin el consentimiento de esta organización.

Por tal razón la Local 1901 ILA-AFL-CIO, solicita el pago a los trabajadores afectados, los beneficios, salarios no devengados por la acción antes mencionada y de no continuar la práctica antes mencionada.

Eduardo Iglesias

Representante Local 1901 ILA

G(b) (6), (b) (7)(C)

LOCAL 1901 ILA-AFL-CIO

PO Box 366048 San Juan, PR 00936-6048 Tél. 787-296-9876

Adelantada vía correo electrónico:

(b) (6), (b) (7)(C) ⊉ssamarine.com

SSA San Juan, Inc

Signature

12 de septiembre de 2016

(b) (6), (b) (7)(C) (b) (6), (b) (7)(C) SSA San Juan, Inc.

PO Box 16758 San Juan, PR 00908-6758

Querella: Violación artículo II- Subcontratación

Estimada (b) (6), (b) (7)(C)

La compañía SSA San Juan, Inc. desde el 18 de julio de 2016 al presente, ha estado subcontratando los trabajos de lavado de neveras, reparación de chassis, soldadura y trabajos de mecánicos y mantenimiento, violando así claramente el artículo 2 del contrato entre las partes.

Desde el 18 de julio de 2016, la compañía ha utilizado en los talleres de TOTE, Trailer Bridge y áreas aledañas personal no unionado. Reza el contrato entre las partes que todas las jurisdicciones en Puerto Rico en que tradicionalmente trabajan miembros de la ILA, utilizarán personal unionado.

Desde ese día todas las compañías mencionadas han mantenido personal no unionado realizando dichas labores sin el consentimiento de esta organización.

Por tal razón la Local 1901 ILA-AFL-CIO, solicita el pago a los trabajadores afectados, los beneficios, salarios no devengados por la acción antes mencionada y de no continuar la práctica antes mencionada.

Eduardo Iglesias

Representante Local 1901 ILA

C: (b) (6), (b) (7)(C)



SSA San Juan, Inc. A Carrix Enterprise

19 de abril de 2017

Sr. Carlos Sánchez, Presidente Unión de Trabajadores de Muelle-ILA Local 1740 PO Box 13956 San Juan, P. R. 00902-4010 Correo Certificado 7015 0920 0001 4465 7456

Estimado señor Sánchez:

Como usted sabe, durante el día de ayer respondimos con urgencia a su solicitud de reunirnos para discutir los asuntos planteados en su carta fechada 18 de abril de 2017, informando que estábamos disponibles para hacerlo durante el día de hoy 19 de abril de 2017. En respuesta a nuestra comunicación, nos informó que le era necesaria de antemano la información y documentación solicitados en su carta para poder tener una reunión productiva. Aunque esta postura no surge de su comunicación, procedemos a informarle lo siguiente sobre el particular:

Solicitud Núm. 1:

Sobre la solicitud correspondiente de su carta, se le informa que aun cuando se reconoce la obligación que tienen ambas partes de proveer información relacionada a la administración del Convenio y asumiendo para los únicos propósitos de esta comunicación que dicha solicitud cumple con tal requisito de relevancia, estamos imposibilitados de proveerle copia del contrato con nuestro cliente, toda vez que el mismo es un claro secreto de negocios (Trade Secret) que no es de conocimiento público, que su divulgación crearía una clara desventaja comercial para nuestra Empresa y que de todas maneras no estamos autorizados a divulgarlo.

No obstante a lo anterior, como un acomodo razonable a su solicitud con el único propósito de adelantar la conversación entre las partes y haciendo reserva expresa de nuestro derecho a argumentar que esta información para nada cumple con el elemento de relevancia que se requiere, procedemos a informarle lo siguiente: SSA San Juan Inc., solamente tiene contrato escrito con Puerto Rico Terminals Inc. Los servicios objeto del mismo se describen como: i) descargar y cargar barcos, ii) mover o transportar la carga al área del terminal, iii) almacenar, mover o transportar en el patio y iv) mover o transportar, remolques y contenedores Ro/Ro o Lo/Lo llenos o vacíos, y otras cargas sueltas o especial, automóviles, incluyendo remolques de vehículos (vehicle racks), chassis roll-on roll-off y otros vehículos, carga pesada, equipo pesado, material rodante (rolling stock) y carga suelta, así como cualquier otro servicio que se acuerde mutuamente entre el cliente y SSA San Juan, Inc.

Solicitud Núm. 2:

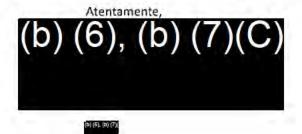
Sobre la solicitud correspondiente de su carta, tal y como dijimos anteriormente, SSA San Juan solamente tiene contrato con Puerto Rico Terminals. Tal y como se comprometió en el Convenio, SSA San Juan Inc. continuará utilizando personal unionado para trabajos cubiertos por la unidad contratante para lo cual nuestra Compañía sea contratada.

Solicitud Núm. 3:

La solicitud correspondiente de su carta hace referencia a solamente parte de una disposición específica contenida en el Convenio Colectivo. Esta, como sabe, fue el resultado de las negociaciones entre las partes y acordada por ambas. Por tal razón, por favor quede informado que nos referimos a la disposición en su totalidad con el significado que se desprende del mismo acuerdo aceptado por ambas partes.

Esperamos que lo anterior permita que las partes, en conformidad con las disposiciones contractuales sobre el particular, conversen sobre cualquier controversia que exista en cuanto a la interpretación del Convenio Colectivo. Como demuestra nuestra anterior respuesta a su comunicación, SSA ha estado en disposición de así hacerlo.

Agradeciendo su atención al respecto, quedo de usted.



From:

(b) (6), (b) (7)(C)

Sent:

Wednesday, April 19, 2017 10:56 AM

To:

Carlos Sánchez; carlos sanchez

Cc:

(b) (6), (b) (7)(C)

Subject: Attachments: Documentos Solicitados Reunión SSA & ILA 1740 Documentos Solicitados Reunión SSA & ILA 1740.pdf

Tracking:

Recipient

Delivery

Read

Carlos Sánchez carlos sanchez

(b) (6), (b) (7)(C)

Delivered: 4/19/2017 10:56 AM

Read: 4/19/2017 10:56 AM

(b) (6), (b) (7)(C)

Delivered: 4/19/2017 10:56 AM

Read: 4/19/2017 11:28 AM

Buen día señor Sánchez:

Adjunto carta relacionada a los documentos solicitados con antelación a la reunión entre SSA y la Unión.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) @ssamarine.com Ofic 787-706-1550 | Cel^(b) (6), (b) (7)(C)

SSA San Juan, Inc. | www.ssamarine.com/locations/caribbean
Terminal Puerto Nuevo
Calle C Final, Muelle M
San Juan, PR 00920

From:

Microsoft Outlook

To:

Carlos Sánchez; carlos sanchez

Sent:

Wednesday, April 19, 2017 10:56 AM

Subject:

Relayed: Documentos Solicitados Reunión SSA & ILA 1740

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

Carlos Sánchez (csanchez@ila1740.org)

carlos sanchez(b) (6), (b) (7)(C)

Subject: Documentos Solicitados Reunión SSA & ILA 1740

For delivery informa	ation, visit d	our website at	www.usps.com
Postage	3	99	
Certified Fee		335	4.4
Return Receipt Fee Endorsement Required)		275	Postmark Hare
Restricted Dativery Fee Endorsement Required)			
Total Postage & Fees	\$ 6	559	
Sent To Land	1.30	nelson	- SLA Local
or PO Box No.	201	3951	J. W. C. Liney
Sky, State, 20% 4/	n Jua	00	. 00903-4010

SENDER: COMPLETE THIS SECTION	(b) (6), (b) (7)(C)	VERY	
Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the maliplece, or on the front if space permits.	(b) (6), (b) (7)(C)	☐ Agent ☐ Addressee C. Date of Delivery	
Article Addressed to:	If YES, enter delivery address below	h-d	
5r. Carlos Sanchez			
UTM-ILA LOCAL 1740			
70Box 13956 San Juan, P.R. 00902-401	3. Service Type Certified Mail		
Sour louri,	4. Restricted Delivery? (Extra Fee)	☐ Yes	
2. Article Number (Transfer from service label)	(6), (b) (7)(C		

Unión de Trabajadores de Muelley Ramas Anexas, ILA Local 1740

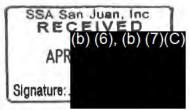
San Juan, PR Afiliada a la INTERNATIONAL LONGSHOREMEN'S ASSOCIATION

18 de abril de 2017

(b) (6), (b) (7)(C)

Gerente de Operaciones SSA Marine, SJ

Estimado (b) (6), (b) (7)(C)





Acusamos recibo de su carta con fecha del 17 de abril de 2017. Respetuosamente, solicitamos una reunión urgente para discutir los planteamientos, realizados por usted a nombre de SSA San Juan ("SSA"), tal cual fueran presentados en dicha carta, así como otros asuntos de gran importancia para la Unión de Trabajadores de Muelles ("UTM" o la "Unión").

Toda vez que sus planteamientos se basan en un particular articulado del Convenio Colectivo, requerimos que, para dicha reunión:

- Provea copia de los contratos suscritos con sus clientes y que requieren servicios a ser prestados por miembros de la Unión.
- 2. Provea una lista completa de todas aquellas compañías con las cuales SSA San Juan no tiene contrato, pero aun así brinda servicios y para los cuales entiende que podría requerir empleados unionados.
- 3. Identifique detalladamente "el terminal tradicional de la ILA que es controlado por la Compañía o cualquier línea maritima con contrato con la Compañía" para efectos de lo dispuesto en el CBA, según su interpretación del Convenio.

En dicha reunión discutiremos también otros artículos del CBA que, entendemos, SSA no está cumpliendo y evaluaremos las acciones correctivas necesarias. Por último, deseamos establecer un plan de comunicación entre las dos entidades, que facilite los procesos y evite los malentendidos. Hasta que se establezca dicho plan de comunicación, informamos que la Unión únicamente reconocerá, como comunicación oficial entre SSA y la UTM, aquella realizada mediante correo electrónico con copia al suscribiente.

Sanchez Ortiz

Cc:

Lcdo. Jerome Garffer Croly William Marrero Quiñones, Esq.

(b) (6), (b) (7)(C)

PO Box 13956 San Juan PR, 00908-3956 Teléfono 787-725-3271 E-mall utm@ile1740.org

From:

Carlos Sanchez <csanchez@ila1740.org>

Sent:

Tuesday, April 18, 2017 12:16 PM

To:

(b) (6), (b) (7)(C)

Cc:

Lcdo Jerome Garffer; Lic. William Marrero; (b) (6). (b) (7)(C) Victor Aponte; Capt. Iglesias; (b) (6), (b) (7)(C)

Subject:

Reunion SSA-ILA 1740

Attachments:

Carta para

Sent from my iPad



SSA San Juan, Inc. A Carrix Enterprise

22 de julio de 2016

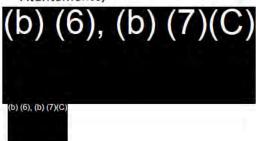
Sr. Eduardo Iglesias Unión de Empleados de Muelle, Local 1901 PO Box 366048 San Juan, P. R. 00936-6048

Estimado señor Iglesias:

con el referido equipo.

Hacemos referencia a la reclamación recibida el 21 de julio de 2016 a nombre de los (b) (6), (b) (7)(C) en la cual reclama pagos dejados de devengar.

Le notificamos que el Reach Stacker en cuestión es un equipo alquilado, por lo que el mantenimiento del mismo le corresponde al suplidor. En adición, el cambio de goma de dicho equipo requiere maquinaria especializada. SSA San Juan, Inc. no tiene obligación contractual



(b) (6), (b) (6), (b) (7)(C)

Unión de Empleados de Muelles de Puerto Rico

John D. Baker Síndico Local ILA 1901 -AFL-CIO PO Box 366048 San Juan, Puerto Rico 00936-6048

Téls. 787-724-3600 787-296-9876 Fax. 787-723-4494

Tel	Dirección
PATRONO:	SSA
Descripción de quero	Se realizó trabajo de cambio a Top Loader sin solicitar personal
uniom do	para realizar el mismo en clara o de contrato.
	in el contrato esta acción viola el : Articulo II sección 1 y sección 5
Articulo 1	= ; Articulo II sección 1 y sección 5
PATRONO:	
DECISION FINA	AL.

Por el Patrono

o) (6) (b) (7)(C

From:

(b) (6), (b) (7)(C)

Sent: To:

Subject:

Attachments:

Tuesday, July 26, 2016 8:48 AM

(b) (6), (b) (7)(C) W: Reclamaciones Personal UDEM

7-18-2016.pdf; (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)7-20-2016.pdf

7-19-2016.pdf;

From: (b) (6), (b) (7)(C)
Sent: Friday, July 22, 2016 6:08 PM
To: 'cantelolesias@icloud.com'
Cc: (b) (6), (b) (7)(C)

Subject: Reciamaciones Personal UDEM

Buenas tardes Iglesias:

Adjunto comunicaciones relacionadas a varias reclamaciones recibidas por parte de la Unión que usted representa.

De necesitar información adicional o tener alguna duda al respecto, comuníquese con la que suscribe al (b) (6), (b) (7)(C)



(6), (b) (7

SSA San Juan, Inc.



17 de noviembre de 2016

Sr. Victor Aponte, Vicepresidente Unión de Trabajadores de Muelle-ILA Local 1740 PO Box 13956 San Juan, P. R. 00902-4010

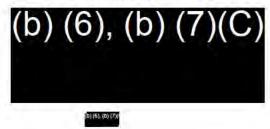
RE: RECLAMACIÓN - SUBCONTRATACIÓN

Estimado señor Aponte:

Respondemos a la reclamación presentada referente a subcontratación de trabajos de soldadura, con fecha del 19 de octubre de 2016 recibida el 14 de noviembre de 2016.

Por favor quede informado que SSA no fue contratado para realizar los referidos trabajos. Por tanto, SSA no venía en la obligación de llamar a empleados para reparación de equipo que no le pertenece y que de todas maneras no realizó. Conforme al Convenio Colectivo entre SSA San Juan, Inc. y Local 1901, ILA, AFL-CIO, Artículo II: "Cualquier trabajo en el terminal tradicional de la ILA que es controlado por la Compañía o cualquier línea marítima con contrato con la Compañía y que el contrato proporciona que SSA San Juan, Inc. realiza este tipo de servicios, que se transfiere a otras instalaciones fuera del terminal marítimo, el ILA continuará realizando el trabajo". A la luz de lo anterior, no se violentó disposición alguna del Convenio Colectivo.

SSA hace reserva expresa de todas y cualquiera otra defensa, tanto procesales como substantivas, en cuanto a la reclamación de referencia.



From:

(b) (6), (b) (7)(C)

Sent:

Thursday, November 17, 2016 5:25 PM

To:

Victor Aponte; Carlos Sánchez

Cc:

Subject:

(b) (6), (b) (7)(C) Reclamación Subcontratación Soldadores

Attachments:

3113_0001.pdf

Buenas tardes señor Aponte:

Le adjuntamos contestación a su reclamación con fecha del 19 de octubre de 2016,

(b) (6), (b) (7)(C)

SSA San Juan, Inc. Ofic. 787-706-1550 Cel. (b) (6), (b) (7)(C)

Unión de Trabajadores de Muelle y Ramas Anexas de San Juan - ILA Local 1740 Afiliada a la



P.O.Box 13956 San Juan, Puerto Rico 00908-3956

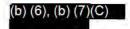
Tel. 787-725-3271 Fax 787-725-3250

SSA San Juan, Inc RECEIVED

Signature

(b) (6), (b) (7)(C)

19 de octubre de 2016



Primera Notificación

Estimado Sr. Alvarado:

Por medio de esta y según lo estipulado en nuestro Convenio Colectivo; página 13, sección B, #4 indica:

"La Compañía conviene en utilizar personal de la ILA en todas las operaciones cubiertas por este contrato que se efectúen en sus predios e instalaciones, siempre y cuando se cumpla con el Articulo II de este Convenio."

Estamos reclamando la posición y el pago de los soldadores, debido a que se están utilizando empleados subcontratos por su compañía para realizar trabajos por el personal unionados.

Por tanto la Unión no dejaremos que violen los acuerdos y estipulaciones de nuestro Convento Colectivo entre ambas partes. Esperamos que puedan hacer cumplir estas.

Atentamente,

Sr. Victor Aponte Torres

Vice-Presidente UTM

P.O. Box 13956, San Juan, Puerto Rico 00908-3956 Oficina: 787.725.3271 • Fax: 787.722.8282 • www.ila1740.org



SSA San Juan, Inc. A Carrix Enterprise

2 de agosto de 2016

Sr. Eduardo Iglesias Unión de Empleados de Muelles, Local 1901 PO Box 366048 San Juan, P.R. 00936-6048

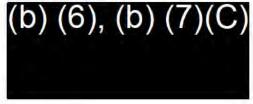
RE: RECLAMACIÓN (b) (6), (b) (7)(C)

Estimado señor Iglesias:

Respondemos a la reclamación presentada a nombre del (b) (6), (b) (7)(C) referente a la reparación de chassis el (b) (6), (b) (7)(C) de 2016.

Por favor quede informado que durante el día indicado, SSA no realizó trabajos de reparación de chassis en el Muelle L, ni estuvo encargado de realizar este tipo de trabajo. Por tanto, SSA no venía en la obligación de llamar a empleados para reparación de equipo que no le pertenece y que de todas maneras no realizó. A la luz de lo anterior, no se violentó disposición alguna del Convenio Colectivo.

SSA hace reserva expresa de todas y cualesquiera otra defensa tanto procesales como substantivas en cuanto a la reclamación de referencia.



From:

(b) (6), (b) (7)(C)

Sent:

Tuesday, August 02, 2016 1:43 PM

To:

Eduardo Iglesias (b) (6), (b) (7)(C)

Cc: Subject:

Reclamaciones Personal UDEM

Attachments:

2497_0001.pdf

Buenas tardes Iglesias:

Adjunto comunicaciones relacionadas a varias reclamaciones recibidas por parte de la Unión que usted representa.

De necesitar información adicional o tener alguna duda al respecto, comuníquese con la que suscribe.

(b) (6), (b) (7)(C)

SSA San Juan, Inc. Tel. (b) (6), (b) (7)(C)

Decibod: 7/21/16



(b) (6), (b) (7)(C)

Unión de Empleados de Muelles de Puerto K

John D. Baker Síndico Local ILA 1901 -AFL-CIO PO Box 366048 San Juan, Puerto Rico 00936-6048 Téls. 787-724-3600 787-296-9876 Fax. 787-723-4494

	211 0 4111 1 1110 1110 1110	7.00
Eduardo Iglesias eiglesias@bridgedeck.org		
Fecha: 7/211	2016	
		2.5
NOMBRE DEL QUERE	^{LLAI} (b) (6), (b) (7)((\mathbf{C})
Tel	Direction	
CC	4	
PATRONO: SS	7	
Descripción de querella	Dumnle el din de hoy trabajo de reparación de por un Barge Technici	se estuvo
realizando un i	trabajo de reparación de	e chassis
en el muelle L	por un BARGE Technici	AN de lA
OMPANIA Traile	r Bridge.	
ALEGACIONES:	4	
		الدادري
UNION: El traba	TO QUE SE YEALTED A LA	A CHAI NO SE
le volifico pari	jo que se realizo a la esta la Local ILA 1901 e la Asignar al Mecarico que	e le correspond
PATRONO:	,	
DECISION FINAL:		
DECIDION FINAL		
Por el Patrono	Por la Unión de	Empleados de Muelles
	(b) (6)	(b) (7)(C)



SSA San Juan, Inc A Carrix Enterprise

2 de agosto de 2016

Sr. Eduardo Iglesias Unión de Empleados de Muelles, Local 1901 PO Box 366048 San Juan, P.R. 00936-6048

RE: RECLAMACIÓN (b) (6), (b) (7)(C) (b) (6, (b) (7)(C)

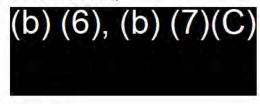
Estimado señor Iglesias:

Respondemos a la reclamación presentada a nombre de los (b) (6), (b) (7)(C) y (b) (6), (b) (7)(C) referente a trabajos de soldadura el pasado 21 de julio de 2016.

Sobre el particular, por favor quede informado de lo siguiente. La reclamación no contiene suficiente información para poder determinar a qué labor se refiere. Simplemente alega que en el "taller de mantenimiento" se hicieron trabajos de soldadura. No se menciona qué tipo de trabajo de soldadura alegadamente se realizó, en cual equipo u otra información que nos permita dar una contestación más específica.

Ante esta situación solo se puede exponer que en el día de referencia SSA no realizó trabajo de soldadura alguno cubierto por el Convenio Colectivo, y por tanto no venía en la obligación de emplear personal unlonado. A la luz de lo anterior, no se violentó disposición alguna del Convenio Colectivo.

SSA hace reserva expresa de todas y cualesquiera otra defensa tanto procesales como substantivas en cuanto a la reclamación de referencia.



From:

(b) (6), (b) (7)(C)

Sent:

Tuesday, August 02, 2016 1:43 PM Eduardo Iglesias (b) (6), (b) (7)(C)

To:

Cc:

Subject:

Reclamaciones Personal UDEM

Attachments:

2497_0001.pdf

Buenas tardes Iglesias:

Adjunto comunicaciones relacionadas a varias reclamaciones recibidas por parte de la Unión que usted representa.

De necesitar información adicional o tener alguna duda al respecto, comuníquese con la que suscribe.

(b) (6), (b) (7)(C)

SSA San Juan, Inc.

Tel. (b) (6), (b) (7)(C)

Recibiolo: 7/21/14 (b) (6), (b) (7)(C

Unión de Empleados de Muelles de Puerto

John D. Baker Síndico Local ILA 1901 -AFL-CIO PO Box 366048 San Juan, Puerto Rico 00936-6048 Téls. 787-724-3600 787-296-9876 Fax. 787-723-4494

	San Juan, Puerto Rico 00936-6048	Fax. 787-723-4494
Eduardo Iglesias eiglesias@bridgedeck.org		
Fecha: 7/21/3	1016	
NOMBRE DE (b) (6), (b) (7)(C)	
Tel	Bricellon	
PATRONO; SS	A	
Descripción de querella	wante el din de hoy	en el taller
de MANTENIMIEN	1	1 7
	sin solicitar el person tintado para realizar	
ALEGACIONES:		
UNION: EN cla	era violación Al Arti	culo I y IL
de Nuestro con dejados de dev PATRONO:	trato se exige se le p engar a los perjudicado	Dague loc haberes os y se cese dicha practica
10		
DECISION FINAL:		

Por el Patrono

(b) (6), (b) (7)(C)



SSA San Juan, Inc. A Carrix Enterprise

2 de agosto de 2016

Sr. Eduardo Iglesias Unión de Empleados de Muelles, Local 1901 PO Box 366048 San Juan, P.R. 00936-6048

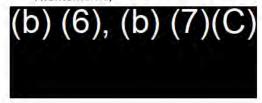
RE: RECLAMACIÓN(b) (6), (b) (7)(C)

Estimado señor Iglesias:

Respondemos a la reclamación presentada a nombre de los (b) (6), (b) (7)(C) referente a trabajos de soldadura el (b) (6), (b) (7)(C) de 2016.

Por favor quede informado de lo siguiente. Aunque la reclamación de referencia indica el lugar donde alegadamente se realizaron los trabajos, no especifica qué tipo de trabajo soldadura fue el que alegadamente se realizó o en qué equipo. Ante la falta de este detalle, se expone que durante el día en cuestión SSA no realizó trabajo de soldadura alguno cubierto por el Convenio Colectivo, y por tanto no venía en la obligación de emplear personal unionado. A la luz de lo anterior, no se violentó disposición alguna del Convenio Colectivo.

SSA hace reserva expresa de todas y cualesquiera otra defensa tanto procesales como substantivas en cuanto a la reclamación de referencia.





From:

Sent:

(b) (6), (b) (7)(C) Tuesday, August 02, 2016 1:43 PM

To: Cc:

Eduardo Iglesias (b) (6), (b) (7)(C)

Subject:

Reclamaciones Personal UDEM

Attachments:

2497_0001.pdf

Buenas tardes Iglesias:

Adjunto comunicaciones relacionadas a varias reclamaciones recibidas por parte de la Unión que usted representa.

De necesitar información adicional o tener alguna duda al respecto, comuníquese con la que suscribe.

(6), (b) (7)(C)

SSA San Juan, Inc. Tel. (b) (6), (b) (7)(C)

Recibiol : 7/24

Unión de Empleados de Muelles de Puerto K John D. Baker Local ILA 1901 -AFL-CIO Téls. 787-724-3600 Sindico PO Box 366048 787-296-9876 San Juan, Puerto Rico 00936-6048 Fax. 787-723-4494 Eduardo Iglesias eiglesias@bridgedeck.org 12012016 Tel. PATRONO: A COMPANIA ALEGACIONES: UNION: NUNCA SE NOS NOTIFICO QUE SE realizaTIAN 9 violación del contrato. (Articulo I.Articulo II sección 1-5

trabajos lo que implica una clara violación del

DECISION FINAL:

PATRONO:

Por el Patrono

(6), (b)



SSA San Juan, Inc. A Carrix Enterprise

2 de agosto de 2016

Sr. Eduardo Iglesias Unión de Empleados de Muelles, Local 1901 PO Box 366048 San Juan, P.R. 00936-6048

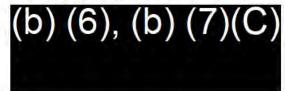
RE: RECLAMACIÓN (b) (6), (b) (7)(C)

Estimado señor iglesias:

Respondemos a la reclamación presentada a nombre del (b) (6), (b) (7) (c) referente a la reparación de chassis el 22 de julio de 2016.

Por favor quede informado que durante el día indicado, SSA no realizó trabajos de reparación de chassis en el Army Terminal, ni estuvo encargado de realizar este tipo de trabajo. Por tanto, SSA no venía en la obligación de llamar a empleados para reparación de equipo que no le pertenece y que de todas maneras no realizó. A la luz de lo anterior, no se violentó disposición alguna del Convenio Colectivo.

SSA hace reserva expresa de todas y cualesquiera otra defensa tanto procesales como substantivas en cuanto a la reclamación de referencia.





From:

(b) (6), (b) (7)(C)

Sent:

Tuesday, August 02, 2016 1:43 PM

To:

Cc:

Eduardo Iglesias (b) (6), (b) (7)(C)

Subject: Attachments: Reclamaciones Personal UDEM 2497_0001.pdf

Buenas tardes Iglesias:

Adjunto comunicaciones relacionadas a varias reclamaciones recibidas por parte de la Unión que usted representa.

De necesitar información adicional o tener alguna duda al respecto, comuníquese con la que suscribe.

(b) (6), (b) (7)(C)

SSA San Juan, Inc. Tel.(b) (6), (b) (7)(C)

Unión de Empleados de Muelles de Puerto Rica

John D. Baker Síndico

Local ILA 1901 -AFL-CIO PO Box 366048 San Juan, Puerto Rico 00936-6048

Téls. 787-724-3600 787-296-9876 Fax. 787-723-4494

Eduardo Iglesias siglesias@bridgedeck.org
Fecha: 7/23/2016
NOMBRE DEL QUERELLANT $(b)(6),(b)(7)(C)$
Tel. Direction
PATRONO: SSA
realizando mabajos de reparación de chassis
EN el Army T. Operado por la compania SSA
y NO SC ME NOTIFICO del MISMO.
union: Dicha Acción se entiende es una clara
violación al contrato contraido entre SSA y la Unión
PATRONO:
DECISION FINAL:

Por el Patrono



SSA San Juan, Inc A Carrix Enterprise

2 de agosto de 2016

Sr. Eduardo Iglesias Unión de Empleados de Muelles, Local 1901 PO Box 366048 San Juan, P.R. 00936-6048

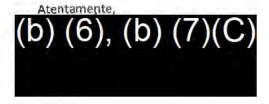
RE: RECLAMACIÓN(b) (6), (b) (7)(C)

Estimado señor Iglesias:

Respondemos a la reclamación presentada a nombre de los (b) (6), (b) (7)(C) referente a trabajos de soldadura el 27 de julio de 2016.

Por favor quede informado de lo siguiente. Aunque la reclamación de referencia indica el lugar donde alegadamente se realizaron los trabajos, no especifica qué tipo de trabajo soldadura fue el que alegadamente se realizó o en qué equipo. Ante la falta de este detalle, se expone que durante el día en cuestión SSA no realizó trabajo de soldadura alguno cubierto por el Convenio Colectivo, y por tanto no venía en la obligación de emplear personal unionado. A la luz de lo anterior, no se violentó disposición alguna del Convenio Colectivo.

SSA hace reserva expresa de todas y cualesquiera otra defensa tanto procesales como substantivas en cuanto a la reclamación de referencia.





From:

(b) (6), (b) (7)(C)

Sent:

Tuesday, August 02, 2016 1:43 PM

To:

Eduardo Iglesias

Cc: Subject: (b) (6), (b) (7)(C) Reclamaciones Personal UDEM

Attachments:

2497_0001.pdf

Buenas tardes Iglesias:

Adjunto comunicaciones relacionadas a varias reclamaciones recibidas por parte de la Unión que usted representa.

De necesitar Información adicional o tener alguna duda al respecto, comuníquese con la que suscribe.

(b) (6), (b) (7)(C)

SSA San Juan, Inc.

Tel. (b) (6), (b) (7)(C)



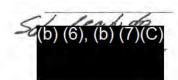
Unión de Empleados de Muelles de Puerto Rico

John D. Baker Síndico Local ILA 1901 -AFL-CIO PO Box 366048 San Juan, Puerto Rico 00936-6048

Téls. 787-724-3600 787-296-9876 Fax. 787-723-4494

Eduardo Iglesias eiglesias@bridgedeck.org
Fecha: 7 27 2016
NOMBRE DEL QUEI $(b)(6),(b)(7)(C)$
Tel
PATRONO: SSA
Descripción de querella Durante el miercoles 27 de julio de 2016
se esturo realizando trabajos de soldadura dentro det
ARMY Terminal a los cuales No FuiHos Asignados
a desempeñar dicha labor pose a que pertenecemos a la compani
ALEGACIONES:
UNION: Dicha Acción viola tanto el articulo I, II
Sección 1 y 5 dela contrato entre la compania y la Union.
PATRONO:
DECISION FINAL:

Por el Patrono



(b) (6), (b) (7)(C)



SSA San Juan, Inc. A Carrix Enterprise

2 de agosto de 2016

Sr. Eduardo Iglesias Unión de Empleados de Muelles, Local 1901 PO Box 366048 San Juan, P.R. 00936-6048

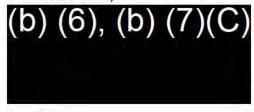
RE: RECLAMACIÓN (b) (6), (b) (7)(C)

Estimado señor Iglesias:

Respondemos a la reclamación presentada a nombre del (b) (6), (b) (7)(C) referente a trabajos relacionados al "Gateman" el 27 de julio de 2016.

Por favor quede informado de lo siguiente. El día en cuestión en los predios del Army Terminal, SSA no fue asignado a realizar trabajos de abrir, cerrar y sellar contenedores. Por tanto, SSA no venía en la obligación de emplear personal unionado porque no tenía asignado realizar trabajo de "Gateman". A la luz de lo anterior, no se violentó disposición alguna del Convenio Colectivo.

SSA hace reserva expresa de todas y cualesquiera otra defensa tanto procesales como substantivas en cuanto a la reclamación de referencia.



From: Sent: (b) (6), (b) (7)(C)

Tuesday, August 02, 2016 1:43 PM

To:

Eduardo Idlesias (b) (6), (b) (7)(C)

Cc: Subject:

Reclamaciones Personal UDEM

Attachments:

2497_0001.pdf

Buenas tardes Iglesias:

Adjunto comunicaciones relacionadas a varias reclamaciones recibidas por parte de la Unión que usted representa.

De necesitar información adicional o tener alguna duda al respecto, comuníquese con la que suscribe.

(b) (6), (b) (7)(C)

SSA San Juan, Inc.

Tel. (b) (6), (b) (7)(C)



Unión de Empleados de Muelles de Puerto Rico

John D. Baker Síndico Local ILA 1901 -AFL-CIO
PO Box 366048
San Juan, Puerto Rico 00936-6048

Téls. 787-724-3600 787-296-9876 Fax. 787-723-4494

Eduardo Iglesias eiglesias@bridgedeck.org

Fecha:
NOMBRE DEL QUERELLA (b) (6), (b) (7)(C)
rel
PATRONO: SSA. INC.
Descripción de querella Dumnte el miercoles 27 de julio de 2016 NO SE SOLICITÓ el "GATEMAN" EN lOS predios del Army I.
unudo tanto en el area de recibo y Despacho de outenedores se esturo realizando la labor de abrir, cerrar y sellar contened
union: Dicha acción viola el contrato entre la compañía y
To Union, haciendo referencia Articulos I. II. III sección 25.
PATRONO:
DECISION FINAL:

Por el Patrono

(b) (6), (b) (7)(C)

Sale (b) (6), (b) (7)(C)

EXHIBIT C

From: (b) (6), (b) (7)(C)
@SSAMarine.com
Subject: Request for Information of case no. 12-CA-205029

Date: September 18, 2017 at 4:23 PM

To: mjo@mardelisjusino.com

Cc: csanchez@lla1740.org, (b) (6), (b) (7)(C)

Dear Ms. Jusino

SSA San Juan Inc., received a notification from the NLRB with an assigned case no. 12-CA-205029 on August 29, 2017, which alleges SSA San Juan violated the terms of the CBA.

In the case filed by the Union de Empleados de Muelle local 1740, ILA AFL-CIO in paragraph 2, Basis of the Charge indicates the following;

"Within the past six months, the Employer, through its agents and representatives, failed to bargain in good faith with the below labor organization and has discriminated against its employees because of their union activities by subcontracting unit work in violation of the Collective Bargain Agreement, Article II, section 1 thru 5. Which expressly prohibits subcontracting of unit work. The employer has engaged in this conduct to undermine the Union".

This argument lacks of specifics in the allegation, such as dates, time and most importantly what was the work subcontracted as stated in the paragraph 2, listed above.

In order to ensure continued operating compliance, please provide any and all information concerning non-compliance with the terms of the June 27, 2016 collective bargaining agreement (CBA) by SSA San Juan Inc. (SSA) related to Articles II, XIV, and any other term and condition of employment concerning the scope of bargaining unit work encompassed by the CBA and any subcontracting.

Prompt response will be greatly appreciated in order for SSA San Juan Inc., to answer the NLRB inquiry of the alleged violations.

Best Regards,

(b) (6), (b) (7)(C)

SSA San Juan, Inc Puerto Nuevo Terminal, Avenue C Final, Muelle M San Juan, Puerto Rico 00920 Office: 787-706-1550

Cell: (b) (6), (b) (7)(C)







UNITED STATES GOVERNMENT NATIONAL LABOR RELATIONS BOARD

SUBREGION 24 525 F D ROOSEVELT AVE STE 1002 SAN JUAN, PR 00918-1002 Agency Website: www.nlrb.gov Telephone: (787)766-5347 Fax: (787)766-5478

January 17, 2018

Jeffrey W. Pagano, Esq. Twomey, Latham, Shea, Kelley, Dubin & Quartararo LLP 33 West Second Street P.O. Box 9398 Riverhead, NY 11901-9398

Re:

SSA San Juan Inc.

Case 12-CA-205029

Dear Mr. Pagano:

This is to advise you that I have approved the withdrawal of the charge in the above matter.

Very truly yours,

David Cohen Regional Director

By:

Isis Ramos-Meléndez Acting Officer in Charge

cc: Ricardo Alvarado, General Manager SSA San Juan, Inc. PO Box 16758 San Juan, PR 00936-3507

> Mardelis Jusino-Ortiz, Esq. Urb. Las Ramblas #100 Calle Tibidabo Guaynabo, PR 00969